

AMENDED
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

November 23, 2022
6:00 PM

In Person Meeting

How to submit public comments:

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

Americans with Disabilities Act:

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

CALL TO ORDER: Mayor Sally Tafoya

ROLL CALL:

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Swearing in Ceremony: Sergeant Brian Knox

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.

DEPARTMENTAL REPORTS

None

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 \$588,406.81 from October 19, 2022, to November 1, 2022.
2. Approval of November 10, 2022, Special Meeting Minutes.
3. Approval of November 10, 2022, Regular Meeting Minutes.

PUBLIC HEARINGS

None

ADMINISTRATIVE AGENDA

4. Report, Discuss and Possible Approval of the Employment Agreement Between the City of McFarland and Christina Arias for the Human Resources Director Position.
5. Report, Discuss, and Possible Approval of Resolution NO. 2022-0124, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE LEASE AND INSTALLATION OF TWENTY CAMERAS FROM FLOCK SAFETY WITHIN THE CITY OF MCFARLAND AND APPROVAL OF THE LEASE AGREEMENT WITH FLOCK SAFETY FOR THE TWENTY CAMERAS WITH AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE.
6. Report, Discuss and Possible Approval of Resolution NO.2022-0125, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, TO ALLOW COUNCIL MEMBERS TO "ELIMINATE" THE CITY PROVIDED EMPLOYEE INSURANCE PLAN IN EXCHANGE FOR A \$400 CONTRIBUTION INTO EACH COUNCILMEMBERS RETIREMENT SAVINGS ACCOUNT (401K).

7. Report, Discuss and Provide Staff Direction Concerning Which Insurance Broker and What Insurance Plan the City Would like to use for Employee Medical Benefits.
 - a. Presentation by HUB International: Shaylyn Lewis
 - b. Presentation by Benefits Options Insurance Agency: Eric Trost

8. Report, Discuss, and Provide Staff Direction on First Draft of Cannabis Ordinance.

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 November 20, 2022.



Francisca Alvarado, City Clerk

Peter Cosentini, Assistant City Manager



Kenneth Williams, City Manager/ Chief of Police

Next Meeting: Regular City Council December 8, 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 10/19/2022 - 11/1/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A1 Multi - A1 Multi Business Center, Inc					
A1 Multi Business Center, Inc	10052022	10/19/2022	10052022	01-130-56000-0000-1	9,444.00
Vendor A1 Multi - A1 Multi Business Center, Inc Total:					9,444.00
Vendor: Alliance Printing As - Alliance Printing Associates, Inc					
Alliance Printing Associates, Inc	7561453	10/19/2022	Inv. 7561453 Measure M Postca..	01-105-55800-0000-1	1,263.30
Vendor Alliance Printing As - Alliance Printing Associates, Inc Total:					1,263.30
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0022316	10/20/2022	American Fidelity Accident 2* P...	30-22800-0000-1	15.41
American Fidelity	INV0022317	10/20/2022	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0022318	10/20/2022	American Fidelity - Disability In...	01-22700-0000-1	101.73
American Fidelity	INV0022318	10/20/2022	American Fidelity - Disability In...	30-22700-0000-1	88.40
American Fidelity	INV0022318	10/20/2022	American Fidelity - Disability In...	31-22700-0000-1	10.68
American Fidelity	INV0022318	10/20/2022	American Fidelity - Disability In...	32-22700-0000-1	45.84
American Fidelity	INV0022319	10/20/2022	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0022319	10/20/2022	Health FSA	32-22600-0000-1	25.00
American Fidelity	INV0022320	10/20/2022	Life 1	01-22900-0000-1	48.54
American Fidelity	INV0022320	10/20/2022	Life 1	30-22900-0000-1	64.60
American Fidelity	INV0022320	10/20/2022	Life 1	31-22900-0000-1	11.23
American Fidelity	INV0022320	10/20/2022	Life 1	32-22900-0000-1	34.22
American Fidelity	INV0022321	10/20/2022	Life 2	01-22900-0000-1	1.53
American Fidelity	INV0022321	10/20/2022	Life 2	30-22900-0000-1	21.69
American Fidelity	INV0022321	10/20/2022	Life 2	32-22900-0000-1	1.12
American Fidelity	INV0022322	10/20/2022	Life 3	01-22900-0000-1	1.39
American Fidelity	INV0022322	10/20/2022	Life 3	30-22900-0000-1	1.05
American Fidelity	INV0022322	10/20/2022	Life 3	32-22900-0000-1	1.04
American Fidelity	INV0022323	10/20/2022	Life 3	01-22900-0000-1	1.63
American Fidelity	INV0022323	10/20/2022	Life 3	30-22900-0000-1	1.23
American Fidelity	INV0022323	10/20/2022	Life 3	32-22900-0000-1	1.22
American Fidelity	INV0022324	10/20/2022	Life 3	01-22900-0000-1	1.36
American Fidelity	INV0022324	10/20/2022	Life 3	30-22900-0000-1	1.03
American Fidelity	INV0022324	10/20/2022	Life 3	32-22900-0000-1	1.00
American Fidelity	INV0022340	10/20/2022	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0022341	10/20/2022	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
American Fidelity	INV0022350	10/20/2022	American Fidelity Accident 1	01-22800-0000-1	34.75
American Fidelity	INV0022351	10/20/2022	American Fidelity Accident 2* P...	01-22800-0000-1	8.66
American Fidelity	INV0022352	10/20/2022	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0022353	10/20/2022	American Fidelity - Disability In...	01-22700-0000-1	296.35
American Fidelity	INV0022354	10/20/2022	Health FSA	01-22600-0000-1	14.04
American Fidelity	INV0022354	10/20/2022	Health FSA	30-22600-0000-1	2.59
American Fidelity	INV0022354	10/20/2022	Health FSA	32-22600-0000-1	2.60
American Fidelity	INV0022355	10/20/2022	Life 1	01-22900-0000-1	133.82
American Fidelity	INV0022356	10/20/2022	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0022366	10/20/2022	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					1,077.79
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	19240	10/26/2022	19240	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	19774	10/26/2022	19774	01-310-52200-0000-1	210.43
American Office Solutions, LLC	19775	10/26/2022	19775	01-310-52200-0000-1	74.82
American Office Solutions, LLC	19776	10/26/2022	19776	01-310-52200-0000-1	3,459.11
American Office Solutions, LLC	19835	10/26/2022	19835	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	19891	10/26/2022	19891	01-310-52200-0000-1	82.10
American Office Solutions, LLC	19897	10/26/2022	19897	01-310-52200-0000-1	216.31
American Office Solutions, LLC	19901	10/26/2022	19901	01-310-52200-0000-1	128.21

Expense Approval Report

Payment Dates: 10/19/2022 - 11/1/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Office Solutions, LLC	19922	10/26/2022	19922	01-310-52200-0000-1	216.31
American Office Solutions, LLC	19946	10/26/2022	19946	01-310-52200-0000-1	300.00
American Office Solutions, LLC	19947	10/26/2022	19947	26-110-53100-8550-1	1,100.00
American Office Solutions, LLC	19965	10/26/2022	19965	26-110-53100-8550-1	327.28
Vendor American Office Solu - American Office Solutions, LLC Total:					13,314.57

Vendor: At&t Mobility - At&t Mobility

At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-105-57800-0000-1	116.82
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-110-57800-0000-1	30.10
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-115-57800-0000-1	39.34
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-140-57800-0000-1	17.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-155-57800-0000-1	17.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-160-57800-0000-1	17.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-165-57800-0000-1	17.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	01-175-57800-0000-1	17.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	20-200-57800-0000-1	3.09
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	30-500-57800-0000-1	183.89
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	31-505-57800-0000-1	8.11
At&t Mobility	287237972024x10112022	10/18/2022	287237972024x10112022	32-510-57800-0000-1	183.89
At&t Mobility	287304246558x10102022	10/18/2022	287304246558x10102022	01-180-57800-0000-1	44.13
At&t Mobility	287304246558x10102022	10/18/2022	287304246558x10102022	20-200-57800-0000-1	8.83
At&t Mobility	287304246558x10102022	10/18/2022	287304246558x10102022	30-500-57800-0000-1	110.94
At&t Mobility	287304246558x10102022	10/18/2022	287304246558x10102022	32-510-57800-0000-1	105.91
At&t Mobility	287304246558x10102022	10/18/2022	287304246558x10102022	34-520-57800-0000-1	44.13
Vendor At&t Mobility - At&t Mobility Total:					968.63

Vendor: Auto Zone - Auto Zone

Auto Zone	6270348189	10/19/2022	INV 6270348189 Autozone	32-510-56600-0000-1	130.39
Auto Zone	6270513903	10/19/2022	INV 6270513903 Auto Zone	32-510-56600-0000-1	6.64
Auto Zone	6270515279	10/26/2022	INV 6270515279 Autozone	32-510-56600-0000-1	7.28
Auto Zone	6270517785	10/26/2022	INV 6270517785 Autozone	32-510-56600-0000-1	17.14
Vendor Auto Zone - Auto Zone Total:					161.45

Vendor: Berchtold Equipment - Berchtold Equipment

Berchtold Equipment	W02935	10/19/2022	INV W02935 Berchtold Equipm...	01-180-56410-0000-1	302.14
Berchtold Equipment	W02935	10/19/2022	INV W02935 Berchtold Equipm...	32-510-56410-0000-1	302.14
Berchtold Equipment	E00267	10/26/2022	E00267 New Holland Tractor Lo...	26-110-53100-8550-1	85,807.00
Vendor Berchtold Equipment - Berchtold Equipment Total:					86,411.28

Vendor: Best Digital Solutio - Best Digital Solutions, LLC

Best Digital Solutions, LLC	1074	10/18/2022	1074 - Contract Services	30-500-52200-0000-1	212.01
Best Digital Solutions, LLC	1074	10/18/2022	1074 - Postage and Handling	30-500-55600-0000-1	535.06
Best Digital Solutions, LLC	1074	10/18/2022	1074 - Contract Services	31-505-52200-0000-1	212.01
Best Digital Solutions, LLC	1074	10/18/2022	1074 - Postage and Handling	31-505-55600-0000-1	535.06
Best Digital Solutions, LLC	1074	10/18/2022	1074 - Contract Services	32-510-52200-0000-1	212.65
Best Digital Solutions, LLC	1074	10/18/2022	1074 - Postage and Handling	32-510-55600-0000-1	536.68
Vendor Best Digital Solutio - Best Digital Solutions, LLC Total:					2,243.47

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

BHT Engineering, Inc.	22-415	10/19/2022	2nd St Landscape and Ped. Imp...	25-000-52960-8430-1	837.50
BHT Engineering, Inc.	22-450	10/26/2022	INV 22-450 BHT Engineering, Inc	25-000-52960-8490-1	8,707.50
BHT Engineering, Inc.	22-451	10/26/2022	INV 22-451 BHT Engineering, Inc	25-000-52910-8410-1	2,595.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					12,140.00

Vendor: Brenntag - Brenntag Pacific Inc.

Brenntag Pacific Inc.	BPI260367	10/19/2022	INV BPI260367 Brenntag Pacific...	32-510-57400-0000-1	1,630.06
Brenntag Pacific Inc.	BPI279298	10/19/2022	INV BPI279298 Brenntag Pacific ...	32-510-57400-0000-1	2,049.40
Vendor Brenntag - Brenntag Pacific Inc. Total:					3,679.46

Vendor: CALCLEAN - Cal Clean LLC

Cal Clean LLC	67	10/26/2022	67	26-110-53100-8550-1	400.00
Vendor CALCLEAN - Cal Clean LLC Total:					400.00

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: California Electric - California Electric Supply					
California Electric Supply	0332-1051546	10/19/2022	INV 0332-1051546 Royal Industr...	30-500-56410-0000-1	267.59
Vendor California Electric - California Electric Supply Total:					267.59
Vendor: Cannon - Cannon					
Cannon	82084	10/26/2022	Inv No 82084 - Elmo Hwy medic...	01-140-56000-8449-1	232.00
Vendor Cannon - Cannon Total:					232.00
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	4133694689	10/19/2022	INV 4133694689 Cintas	01-180-51800-0000-1	82.82
Cintas Corporation No.3	4133694689	10/19/2022	INV 4133694689 Cintas	30-500-51800-0000-1	70.98
Cintas Corporation No.3	4133694689	10/19/2022	INV 4133694689 Cintas	32-510-51800-0000-1	27.14
Cintas Corporation No.3	4134375113	10/19/2022	INV 4134375113 Cintas	01-180-51800-0000-1	82.82
Cintas Corporation No.3	4134375113	10/19/2022	INV 4134375113 Cintas	30-500-51800-0000-1	70.98
Cintas Corporation No.3	4134375113	10/19/2022	INV 4134375113 Cintas	32-510-51800-0000-1	27.14
Cintas Corporation No.3	4135072446	10/26/2022	INV 4135072446 Cintas	01-180-51800-0000-1	90.39
Cintas Corporation No.3	4135072446	10/26/2022	INV 4135072446 Cintas	30-500-51800-0000-1	77.48
Cintas Corporation No.3	4135072446	10/26/2022	INV 4135072446 Cintas	32-510-51800-0000-1	29.62
Vendor Cintas - Cintas Corporation No.3 Total:					559.37
Vendor: Cofer & Oberlies - Cofer & Oberlies					
Cofer & Oberlies	93938	10/19/2022	Cofer & Oberlies, Inc INV 93938	01-150-56400-0000-1	1,291.91
Cofer & Oberlies	94389	10/19/2022	INV 94389 Cofer & Oberlies, Inc.	01-190-56400-0000-1	450.00
Cofer & Oberlies	94439	10/19/2022	INV 94439 Cofer & Oberlies, Inc.	01-190-56400-0000-1	246.68
Vendor Cofer & Oberlies - Cofer & Oberlies Total:					1,988.59
Vendor: Continental Labor Re - Continental Labor Resources, Inc.					
Continental Labor Resources, In...	69170	10/26/2022	69170 Temporary Labor	20-200-52200-0000-1	1,305.60
Continental Labor Resources, In...	69677	10/26/2022	69677 Temporary Labor	20-200-52200-0000-1	179.20
Vendor Continental Labor Re - Continental Labor Resources, Inc. Total:					1,484.80
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	R698070	10/19/2022	INV R698070 Core & Main	32-510-57400-0000-1	238.13
Vendor Core & Main LP - Core & Main LP Total:					238.13
Vendor: Darrells - Darrells Automotive					
Darrells Automotive	49813	10/19/2022	Inv. 49813 Veh Maint & Rep (Un...	01-150-56600-0000-1	3,816.16
Darrells Automotive	49813	10/19/2022	Inv. 49813 Veh Maint & Rep (Un...	01-150-56600-0000-1	753.67
Darrells Automotive	49813	10/19/2022	Inv. 49813 Veh Maint & Rep (Un...	01-150-56600-0000-1	2,196.00
Vendor Darrells - Darrells Automotive Total:					6,765.83
Vendor: Dee Jasper - Dee Jasper					
Dee Jasper	22-09029	10/19/2022	INV 22-09029 Dee Jasper and A...	32-510-56000-0000-1	5,371.28
Dee Jasper	22-09032	10/26/2022	Inv No 22-09032 - Sherwood Mi...	01-140-56000-8467-1	390.50
Dee Jasper	22-09033	10/26/2022	Inv No 22-09033 - Tract 7292	01-140-56000-8140-1	426.00
Vendor Dee Jasper - Dee Jasper Total:					6,187.78
Vendor: Delano Veterinary - Delano Veterinary					
Delano Veterinary	74662	10/19/2022	DELANO VET HOSPITAL 74662	01-155-51150-0000-1	78.49
Vendor Delano Veterinary - Delano Veterinary Total:					78.49
Vendor: DEL-TECH - DEL-TECH					
DEL-TECH	5960	10/19/2022	INV 5960 Del-Tech Geotechnical...	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	26161240	10/18/2022	26161240	32-510-58000-0000-1	6,096.84
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					6,096.84
Vendor: Dooley Enterprises - Dooley Enterprises					
Dooley Enterprises	64039	10/19/2022	Quote: 020331 - Ammunition	01-150-56800-0000-1	4,209.21
Vendor Dooley Enterprises - Dooley Enterprises Total:					4,209.21
Vendor: EDD - EDD					
EDD	INV0022310	10/20/2022	State Income Tax Withholding	01-22200-0000-1	90.62
EDD	INV0022310	10/20/2022	State Income Tax Withholding	20-22200-0000-1	2.80
EDD	INV0022311	10/20/2022	SDI - State Disability Insurance	01-22200-0000-1	26.58
EDD	INV0022311	10/20/2022	SDI - State Disability Insurance	20-22200-0000-1	0.82

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0022344	10/20/2022	State Income Tax Withholding	01-22200-0000-1	544.55
EDD	INV0022344	10/20/2022	State Income Tax Withholding	20-22200-0000-1	1.88
EDD	INV0022344	10/20/2022	State Income Tax Withholding	30-22200-0000-1	503.62
EDD	INV0022344	10/20/2022	State Income Tax Withholding	31-22200-0000-1	98.39
EDD	INV0022344	10/20/2022	State Income Tax Withholding	32-22200-0000-1	182.20
EDD	INV0022345	10/20/2022	SDI - State Disability Insurance	01-22200-0000-1	234.19
EDD	INV0022345	10/20/2022	SDI - State Disability Insurance	20-22200-0000-1	20.53
EDD	INV0022345	10/20/2022	SDI - State Disability Insurance	30-22200-0000-1	165.04
EDD	INV0022345	10/20/2022	SDI - State Disability Insurance	31-22200-0000-1	32.54
EDD	INV0022345	10/20/2022	SDI - State Disability Insurance	32-22200-0000-1	104.94
EDD	INV0022346	10/20/2022	State Unemployment Insurance	01-22250-0000-1	57.10
EDD	INV0022346	10/20/2022	State Unemployment Insurance	30-22250-0000-1	60.94
EDD	INV0022346	10/20/2022	State Unemployment Insurance	31-22250-0000-1	11.35
EDD	INV0022346	10/20/2022	State Unemployment Insurance	32-22250-0000-1	60.94
EDD	INV0022370	10/20/2022	State Income Tax Withholding	01-22200-0000-1	2,097.02
EDD	INV0022370	10/20/2022	State Income Tax Withholding	30-22200-0000-1	56.38
EDD	INV0022370	10/20/2022	State Income Tax Withholding	31-22200-0000-1	54.36
EDD	INV0022370	10/20/2022	State Income Tax Withholding	32-22200-0000-1	56.37
EDD	INV0022371	10/20/2022	SDI - State Disability Insurance	01-22200-0000-1	683.23
EDD	INV0022371	10/20/2022	SDI - State Disability Insurance	30-22200-0000-1	3.07
EDD	INV0022371	10/20/2022	SDI - State Disability Insurance	32-22200-0000-1	3.06
Vendor EDD - EDD Total:					5,152.52

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Payment ...INV0022308	10/20/2022	Federal Income Tax Withholding	01-22050-0000-1	297.06
Electronic Federal Tax Payment ...INV0022308	10/20/2022	Federal Income Tax Withholding	20-22050-0000-1	9.19
Electronic Federal Tax Payment ...INV0022309	10/20/2022	Social Security	01-22100-0000-1	299.62
Electronic Federal Tax Payment ...INV0022309	10/20/2022	Social Security	20-22100-0000-1	9.26
Electronic Federal Tax Payment ...INV0022312	10/20/2022	Medicare	01-22150-0000-1	70.08
Electronic Federal Tax Payment ...INV0022312	10/20/2022	Medicare	20-22150-0000-1	2.16
Electronic Federal Tax Payment ...INV0022342	10/20/2022	Federal Income Tax Withholding	01-22050-0000-1	1,597.48
Electronic Federal Tax Payment ...INV0022342	10/20/2022	Federal Income Tax Withholding	20-22050-0000-1	6.89
Electronic Federal Tax Payment ...INV0022342	10/20/2022	Federal Income Tax Withholding	30-22050-0000-1	1,346.43
Electronic Federal Tax Payment ...INV0022342	10/20/2022	Federal Income Tax Withholding	31-22050-0000-1	223.94
Electronic Federal Tax Payment ...INV0022342	10/20/2022	Federal Income Tax Withholding	32-22050-0000-1	440.37
Electronic Federal Tax Payment ...INV0022343	10/20/2022	Social Security	01-22100-0000-1	2,639.88
Electronic Federal Tax Payment ...INV0022343	10/20/2022	Social Security	20-22100-0000-1	231.40
Electronic Federal Tax Payment ...INV0022343	10/20/2022	Social Security	30-22100-0000-1	1,860.40
Electronic Federal Tax Payment ...INV0022343	10/20/2022	Social Security	31-22100-0000-1	366.76
Electronic Federal Tax Payment ...INV0022343	10/20/2022	Social Security	32-22100-0000-1	1,183.20
Electronic Federal Tax Payment ...INV0022347	10/20/2022	Medicare	01-22150-0000-1	617.38
Electronic Federal Tax Payment ...INV0022347	10/20/2022	Medicare	20-22150-0000-1	54.14
Electronic Federal Tax Payment ...INV0022347	10/20/2022	Medicare	30-22150-0000-1	435.14
Electronic Federal Tax Payment ...INV0022347	10/20/2022	Medicare	31-22150-0000-1	85.78
Electronic Federal Tax Payment ...INV0022347	10/20/2022	Medicare	32-22150-0000-1	276.66
Electronic Federal Tax Payment ...INV0022368	10/20/2022	Federal Income Tax Withholding	01-22050-0000-1	5,352.53
Electronic Federal Tax Payment ...INV0022368	10/20/2022	Federal Income Tax Withholding	30-22050-0000-1	119.65
Electronic Federal Tax Payment ...INV0022368	10/20/2022	Federal Income Tax Withholding	31-22050-0000-1	111.02
Electronic Federal Tax Payment ...INV0022368	10/20/2022	Federal Income Tax Withholding	32-22050-0000-1	119.63
Electronic Federal Tax Payment ...INV0022369	10/20/2022	Social Security	01-22100-0000-1	7,701.98
Electronic Federal Tax Payment ...INV0022369	10/20/2022	Social Security	30-22100-0000-1	34.56
Electronic Federal Tax Payment ...INV0022369	10/20/2022	Social Security	32-22100-0000-1	34.56
Electronic Federal Tax Payment ...INV0022372	10/20/2022	Medicare	01-22150-0000-1	1,930.26
Electronic Federal Tax Payment ...INV0022372	10/20/2022	Medicare	30-22150-0000-1	33.90
Electronic Federal Tax Payment ...INV0022372	10/20/2022	Medicare	31-22150-0000-1	25.80
Electronic Federal Tax Payment ...INV0022372	10/20/2022	Medicare	32-22150-0000-1	33.84
Vendor EFTPS - Electronic Federal Tax Payment System Total:				27,550.95

Vendor: Ennis-Flint - Ennis-Flint, Inc

Ennis-Flint, Inc	438159	10/26/2022	INV 438159 Ennis-Flint Inc	01-180-56500-0000-1	1,817.47
Vendor Ennis-Flint - Ennis-Flint, Inc Total:					1,817.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: EWING - Ewing Irrigation Products Inc.					
Ewing Irrigation Products Inc.	17797900	10/19/2022	INV 17797900 Ewing	01-180-57400-0000-1	97.11
Ewing Irrigation Products Inc.	17797900	10/19/2022	INV 17797900 Ewing	20-200-57400-0000-1	97.12
Vendor EWING - Ewing Irrigation Products Inc. Total:					194.23
Vendor: State of CaliforniaF - Fair Political Practices Comission					
Fair Political Practices Comission	INV0022379	10/26/2022	Invoice TAD1823 Jose Hernande...	01-140-55200-0000-1	100.00
Vendor State of CaliforniaF - Fair Political Practices Comission Total:					100.00
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0022367	10/20/2022	Case#609265321	01-22350-0000-1	75.00
Vendor Franchise Tax - Franchise Tax Total:					75.00
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	530-198-2194 09222022	10/26/2022	530-198-2194 09222022 Telep...	32-510-57800-0000-1	46.51
Frontier California Inc.	661-792-0161 10012022	10/26/2022	661-792-0161 10012022 Telep...	01-150-57800-0000-1	219.54
Frontier California Inc.	661-792-2121 09162022	10/26/2022	661-792-2121 09162022 Telep...	01-150-57800-0000-1	57.39
Frontier California Inc.	661-792-2720 09162022	10/26/2022	661-792-2720 09162022 Telep...	01-150-57800-0000-1	669.58
Frontier California Inc.	661-792-2720 10162022	10/26/2022	661-792-2720 10162022 Telep...	01-150-57800-0000-1	8.22
Frontier California Inc.	661-792-3058 09162022	10/26/2022	661-792-3058 09162022 Telep...	01-190-57800-0000-1	13.26
Frontier California Inc.	661-792-3058 09162022	10/26/2022	661-792-3058 09162022 Telep...	30-500-57800-0000-1	13.28
Frontier California Inc.	661-792-3058 09162022	10/26/2022	661-792-3058 09162022 Telep...	31-505-57800-0000-1	13.28
Frontier California Inc.	661-792-3058 09162022	10/26/2022	661-792-3058 09162022 Telep...	32-510-57800-0000-1	13.28
Frontier California Inc.	661-792-3058 09162022	10/26/2022	661-792-3058 09162022 Telep...	34-520-57800-0000-1	5.90
Frontier California Inc.	661-792-3164 10012022	10/26/2022	661-792-3164 10012022 Telep...	01-185-57800-0000-1	60.06
Frontier California Inc.	661-792-3391 10012022	10/26/2022	661-792-3391 10012022 Telep...	30-500-57800-0000-1	203.51
Frontier California Inc.	661-792-3437 09192022	10/26/2022	661-792-3437 09192022 Telep...	01-185-57800-0000-1	83.76
Frontier California Inc.	661-792-3437 10192022	10/26/2022	661-792-3437 10192022 Telep...	01-185-57800-0000-1	96.72
Frontier California Inc.	661-792-3637 09162022	10/26/2022	661-792-3637 09162022 Telep...	01-190-57800-0000-1	31.48
Frontier California Inc.	661-792-3637 09162022	10/26/2022	661-792-3637 09162022 Telep...	30-500-57800-0000-1	31.49
Frontier California Inc.	661-792-3637 09162022	10/26/2022	661-792-3637 09162022 Telep...	31-505-57800-0000-1	31.49
Frontier California Inc.	661-792-3637 09162022	10/26/2022	661-792-3637 09162022 Telep...	32-510-57800-0000-1	31.49
Frontier California Inc.	661-792-3637 09162022	10/26/2022	661-792-3637 09162022 Telep...	34-520-57800-0000-1	13.99
Frontier California Inc.	661-792-3637 10162022	10/26/2022	661-792-3637 10162022 Telep...	01-190-57800-0000-1	14.85
Frontier California Inc.	661-792-3637 10162022	10/26/2022	661-792-3637 10162022 Telep...	30-500-57800-0000-1	14.87
Frontier California Inc.	661-792-3637 10162022	10/26/2022	661-792-3637 10162022 Telep...	31-505-57800-0000-1	14.87
Frontier California Inc.	661-792-3637 10162022	10/26/2022	661-792-3637 10162022 Telep...	32-510-57800-0000-1	14.87
Frontier California Inc.	661-792-3637 10162022	10/26/2022	661-792-3637 10162022 Telep...	34-520-57800-0000-1	6.61
Vendor Frontier - Frontier California Inc. Total:					1,710.30
Vendor: Golden Valley Orchar - Golden Valley Orchard Supply Inc.					
Golden Valley Orchard Supply I...	INV101313	10/26/2022	INV 101313 Golden Valley Orch...	20-200-57400-0000-1	130.88
Vendor Golden Valley Orchar - Golden Valley Orchard Supply Inc. Total:					130.88
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	345250	10/26/2022	345250	01-115-54000-0000-1	3,669.18
Gregs Petroleum	346109	10/26/2022	346109	01-115-54000-0000-1	1,740.96
Gregs Petroleum	347252	10/26/2022	347252	01-115-54000-0000-1	3,371.30
Gregs Petroleum	348181	10/26/2022	348181 Fuel	01-115-54000-0000-1	1,902.98
Vendor Gregs Petroleum - Gregs Petroleum Total:					10,684.42
Vendor: Hicks Pension - Hicks Pension					
Hicks Pension	74373	10/18/2022	74373	01-130-56000-0000-1	250.00
Vendor Hicks Pension - Hicks Pension Total:					250.00
Vendor: Home Depot - Home Depot					
Home Depot	011463/3103096	10/19/2022	Auth Code 011463/3103096 Su...	01-180-57400-0000-1	85.28
Home Depot	017394/7021336	10/26/2022	Auth Code 017394/7021336 H...	32-510-57400-0000-1	30.21
Home Depot	020516/4514617	10/26/2022	Auth Code 020516/4514617 H...	01-180-57400-0000-1	110.11
Home Depot	028341/8543937	10/26/2022	Auth Code 028341/8543937 H...	32-510-57400-0000-1	11.34
Home Depot	028530/8621611	10/26/2022	Auth Code028530/8621611 Ho...	32-510-57400-0000-1	68.06
Vendor Home Depot - Home Depot Total:					305.00
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	46643	10/19/2022	INV 46643 Irrigation Concepts	30-500-56410-0000-1	462.50
Irrigation Concepts	46860	10/19/2022	INV 46860 Irrigation Concepts	30-500-56410-0000-1	9.61

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Irrigation Concepts	46859	10/26/2022	INV 46859 Irrigation Concepts	20-200-57400-0000-1	35.43
Irrigation Concepts	46892	10/26/2022	INV 46892 Irrigation Concepts	32-510-57400-0000-1	2.89
Irrigation Concepts	46929	10/26/2022	INV 46929 Irrigation Concepts	20-200-57400-0000-1	30.99
Vendor Irrigation Concepts - Irrigation Concepts Total:					541.42

Vendor: Jim White - Jim White

Jim White	INV0022380	10/26/2022	PC Meeting Compensation of 1...	01-140-52200-0000-1	50.00
Vendor Jim White - Jim White Total:					50.00

Vendor: John Hancock - John Hancock

John Hancock	INV0022313	10/20/2022	401K - Employer	01-20800-0000-1	1,401.86
John Hancock	INV0022313	10/20/2022	401K - Employer	30-20800-0000-1	978.03
John Hancock	INV0022313	10/20/2022	401K - Employer	31-20800-0000-1	294.01
John Hancock	INV0022313	10/20/2022	401K - Employer	32-20800-0000-1	572.65
John Hancock	INV0022314	10/20/2022	401K - Employee	01-20800-0000-1	731.36
John Hancock	INV0022314	10/20/2022	401K - Employee	20-20800-0000-1	78.62
John Hancock	INV0022314	10/20/2022	401K - Employee	30-20800-0000-1	258.64
John Hancock	INV0022314	10/20/2022	401K - Employee	31-20800-0000-1	110.32
John Hancock	INV0022314	10/20/2022	401K - Employee	32-20800-0000-1	144.71
John Hancock	INV0022315	10/20/2022	401K - Employer	20-20800-0000-1	131.04
John Hancock	INV0022325	10/20/2022	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0022326	10/20/2022	401K Loan 1	01-20800-0000-1	45.90
John Hancock	INV0022327	10/20/2022	401K Loan 2	01-20800-0000-1	21.15
John Hancock	INV0022327	10/20/2022	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0022327	10/20/2022	401K Loan 2	32-20800-0000-1	15.84
John Hancock	INV0022328	10/20/2022	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0022328	10/20/2022	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0022328	10/20/2022	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0022329	10/20/2022	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0022330	10/20/2022	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0022331	10/20/2022	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0022331	10/20/2022	401K Loan 4	30-20800-0000-1	34.17
John Hancock	INV0022331	10/20/2022	401K Loan 4	32-20800-0000-1	34.17
John Hancock	INV0022332	10/20/2022	401K Loan 4	01-20800-0000-1	19.69
John Hancock	INV0022332	10/20/2022	401K Loan 4	30-20800-0000-1	39.37
John Hancock	INV0022332	10/20/2022	401K Loan 4	32-20800-0000-1	39.36
John Hancock	INV0022333	10/20/2022	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0022333	10/20/2022	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0022334	10/20/2022	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0022334	10/20/2022	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0022335	10/20/2022	401k Contribution	01-20800-0000-1	204.37
John Hancock	INV0022336	10/20/2022	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0022336	10/20/2022	401k Contribution	30-20800-0000-1	157.53
John Hancock	INV0022336	10/20/2022	401k Contribution	32-20800-0000-1	157.53
John Hancock	INV0022337	10/20/2022	401k Contribution	30-20800-0000-1	263.18
John Hancock	INV0022338	10/20/2022	401k Contribution	01-20800-0000-1	193.30
John Hancock	INV0022338	10/20/2022	401k Contribution	20-20800-0000-1	5.98
John Hancock	INV0022339	10/20/2022	401k Contribution	01-20800-0000-1	137.60
John Hancock	INV0022348	10/20/2022	401K - Employer	01-20800-0000-1	3,494.84
John Hancock	INV0022348	10/20/2022	401K - Employer	30-20800-0000-1	20.51
John Hancock	INV0022348	10/20/2022	401K - Employer	32-20800-0000-1	20.51
John Hancock	INV0022349	10/20/2022	401K - Employee	01-20800-0000-1	1,283.01
John Hancock	INV0022349	10/20/2022	401K - Employee	30-20800-0000-1	4.10
John Hancock	INV0022349	10/20/2022	401K - Employee	32-20800-0000-1	4.10
John Hancock	INV0022357	10/20/2022	401K Loan 1	01-20800-0000-1	138.52
John Hancock	INV0022358	10/20/2022	401k Contribution	01-20800-0000-1	275.46
John Hancock	INV0022359	10/20/2022	401k Contribution	01-20800-0000-1	159.68
John Hancock	INV0022360	10/20/2022	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0022361	10/20/2022	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0022362	10/20/2022	401k Contribution	01-20800-0000-1	268.89
John Hancock	INV0022363	10/20/2022	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0022364	10/20/2022	401k Contribution	01-20800-0000-1	291.03

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0022365	10/20/2022	401k Contribution	01-20800-0000-1	569.71
John Hancock	INV0022365	10/20/2022	401k Contribution	30-20800-0000-1	113.94
John Hancock	INV0022365	10/20/2022	401k Contribution	31-20800-0000-1	113.94
John Hancock	INV0022365	10/20/2022	401k Contribution	32-20800-0000-1	113.95
Vendor John Hancock - John Hancock Total:					14,419.02
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	017273	10/26/2022	INV 017273 Jorges Smog and R...	01-180-56600-0000-1	1,023.51
Jorge's Smog & Repai	017448	10/26/2022	INV 017448 Jorges Smog And R...	32-510-56600-0000-1	772.91
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					1,796.42
Vendor: Jose Hernandez - Jose Hernandez					
Jose Hernandez	INV0022381	10/26/2022	PC Meeting Compensation of 1...	01-140-52200-0000-1	50.00
Vendor Jose Hernandez - Jose Hernandez Total:					50.00
Vendor: Jose L Hernandez - Jose Luis Hernandez					
Jose Luis Hernandez	INV0022382	10/26/2022	PC Meeting Compensation of 1...	01-140-52200-0000-1	50.00
Vendor Jose L Hernandez - Jose Luis Hernandez Total:					50.00
Vendor: RIV-200 - Jose R. Rivera					
Jose R. Rivera	INV0022383	10/26/2022	Animal Control Meal Reimburs...	01-155-52000-0000-1	109.51
Vendor RIV-200 - Jose R. Rivera Total:					109.51
Vendor: J's Automotive - J's Automotive					
J's Automotive	9597	10/19/2022	INV 9597 J's Automotive	32-510-56600-0000-1	299.62
J's Automotive	9598	10/19/2022	INV 9598 J's Automotive	34-520-56600-0000-1	144.32
J's Automotive	9610	10/19/2022	INV 9610 J's Automotive	32-510-56600-0000-1	285.03
Vendor J's Automotive - J's Automotive Total:					728.97
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	INV0022375	10/20/2022	September 2022 Gate Fees	31-505-52800-0000-1	5,545.80
Vendor K.C. Waste - K.C. Waste Total:					5,545.80
Vendor: ALB100-1 - Karissa Alberto					
Karissa Alberto	INV0022306	10/19/2022	Child Abuse/S.Assault Course. - ...	01-150-52010-0000-1	351.12
Vendor ALB100-1 - Karissa Alberto Total:					351.12
Vendor: Kern County Fire - Kern County Fire					
Kern County Fire	23-000092	10/26/2022	23-000092 Fire Dept. Services	01-130-58900-0000-1	149,720.50
Vendor Kern County Fire - Kern County Fire Total:					149,720.50
Vendor: Liebert C. Whitmore - Liebert C. Whitmore					
Liebert C. Whitmore	226341	10/26/2022	226341	01-130-56100-0000-1	939.00
Liebert C. Whitmore	227050	10/26/2022	227050	01-130-56100-0000-1	498.00
Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:					1,437.00
Vendor: Luis Sarabia - Luis Sarabia					
Luis Sarabia	INV0022384	10/26/2022	PC Meeting Compensation of 1...	01-140-52200-0000-1	50.00
Vendor Luis Sarabia - Luis Sarabia Total:					50.00
Vendor: LYNN PEAHEY COMPANY - LYNN PEAHEY COMPANY					
LYNN PEAHEY COMPANY	394314	10/19/2022	Inv. 394314 - Red Evidence Tape	01-150-57400-0000-1	60.33
Vendor LYNN PEAHEY COMPANY - LYNN PEAHEY COMPANY Total:					60.33
Vendor: Marco A. Martinez - Marco A. Martinez					
Marco A. Martinez	INV0022385	10/26/2022	PC Meeting Compensation of 1...	01-140-52200-0000-1	50.00
Vendor Marco A. Martinez - Marco A. Martinez Total:					50.00
Vendor: Golden Empire Water - Mario A. Cervantes					
Mario A. Cervantes	1277	10/19/2022	INV 1277 Golden Empire Water	32-510-50100-0000-1	3,162.00
Mario A. Cervantes	1286	10/19/2022	INV 1286 Golden Empire Water	32-510-50100-0000-1	1,462.00
Mario A. Cervantes	1292	10/19/2022	INV 1292 Golden Empire Water	32-510-50100-0000-1	2,482.00
Vendor Golden Empire Water - Mario A. Cervantes Total:					7,106.00
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	10132022	10/26/2022	Translation & Interpreting Inv O...	01-105-52200-0000-1	300.00
Vendor Mario Sanchez - Mario Sanchez Total:					300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: festivalcommunity - McFarland Festival Community					
McFarland Festival Community	INV0022307	10/19/2022	Contribution to the 4th of July F...	01-24600-8207-1	1,500.00
Vendor festivalcommunity - McFarland Festival Community Total:					1,500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	26449	10/19/2022	INV 26449 McFarland Tire Servi...	20-200-56700-0000-1	17.00
McFarland Tire	26656	10/19/2022	INV 26656 McFarland Tire Servi...	32-510-56600-0000-1	20.00
McFarland Tire	26768	10/19/2022	INV 26768 McFarlandTire Servi...	30-500-56600-0000-1	15.00
Vendor McFarland Tire - McFarland Tire Total:					52.00
Vendor: Office Depot - Office Depot					
Office Depot	270820191001	10/19/2022	Inv. 270820191001 Office Suppl...	01-150-57200-0000-1	4.65
Office Depot	270820191001	10/19/2022	Inv. 270820191001 Ops Supplies	01-150-57400-0000-1	41.46
Office Depot	270821552001	10/19/2022	Inv. 270821552001 Hardware	01-150-52930-0000-1	12.84
Office Depot	266495088001	10/26/2022	Invoice 266495088001	01-140-57200-0000-1	75.06
Office Depot	266495375001	10/26/2022	Office Supplies Inv 266495375...	01-175-57200-0000-1	9.23
Vendor Office Depot - Office Depot Total:					143.24
Vendor: Pace Analytical Serv - Pace Analytical Services, LLC					
Pace Analytical Services, LLC	B460244	10/19/2022	INV B460244 Pace Analytical	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B460485	10/19/2022	INV B460485 Pace Analytical	32-510-58200-0000-1	803.64
Pace Analytical Services, LLC	B432688	10/26/2022	INV B432688 Pace Analytical Se...	32-510-58200-0000-1	180.00
Pace Analytical Services, LLC	B441426	10/26/2022	INV B441426 Pace Analytical Se...	32-510-58200-0000-1	370.00
Pace Analytical Services, LLC	B441473	10/26/2022	INV B441473 Pace Analytical Se...	30-500-58200-0000-1	150.00
Pace Analytical Services, LLC	B441709	10/26/2022	INV B441709 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B442253	10/26/2022	INV B442253 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B442283	10/26/2022	INV B442283 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B442576	10/26/2022	INV B442576 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B442775	10/26/2022	INV B442775 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B443028	10/26/2022	INV B443028 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B443203	10/26/2022	INV B443203 Pace Analytical Se...	32-510-58200-0000-1	37.50
Pace Analytical Services, LLC	B443419	10/26/2022	INV B443419 Pace Analytical Se...	32-510-58200-0000-1	37.50
Pace Analytical Services, LLC	B443448	10/26/2022	INV B443448 Pace Analytical Se...	32-510-58200-0000-1	90.00
Pace Analytical Services, LLC	B443449	10/26/2022	INV B443449 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B443834	10/26/2022	INV B443834 Pace Analytical Se...	30-500-58200-0000-1	150.00
Pace Analytical Services, LLC	B444047	10/26/2022	INV B444047 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B444510	10/26/2022	INV B444510 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B444603	10/26/2022	INV B444603 Pace Analytical Se...	32-510-58200-0000-1	20.00
Pace Analytical Services, LLC	B444907	10/26/2022	INV B444907 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B444976	10/26/2022	INV B444976 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B445247	10/26/2022	INV B445247 Pace Analytical Se...	32-510-58200-0000-1	740.00
Pace Analytical Services, LLC	B445595	10/26/2022	INV B445595 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B446059	10/26/2022	INV B446059 Pace Analytical Se...	30-500-58200-0000-1	70.00
Pace Analytical Services, LLC	B446231	10/26/2022	INV B446231 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B446569	10/26/2022	INV B446569 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B446854	10/26/2022	INV B446854 Pace Analytical Se...	30-500-58200-0000-1	150.00
Pace Analytical Services, LLC	B447512	10/26/2022	INV B447512 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B447634	10/26/2022	INV B447634 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B447639	10/26/2022	INV B447639 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B447773	10/26/2022	INV B447773 Pace Analytical Se...	32-510-58200-0000-1	12.50
Pace Analytical Services, LLC	B447900	10/26/2022	INV B447900 Pace Analytical Se...	32-510-58200-0000-1	30.00
Pace Analytical Services, LLC	B447990	10/26/2022	INV B447990 Pace Analytical Se...	32-510-58200-0000-1	71.00
Pace Analytical Services, LLC	B448042	10/26/2022	INV B448042 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B448104	10/26/2022	INV B448104 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B448321	10/26/2022	INV B448321 Pace Analytical Se...	32-510-58200-0000-1	15.63
Pace Analytical Services, LLC	B448724	10/26/2022	INV B448724 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B448732	10/26/2022	INV B448732 Pace Analytical Se...	32-510-58200-0000-1	80.00
Pace Analytical Services, LLC	B448858	10/26/2022	INV B448858 Pace Analytical Se...	32-510-58200-0000-1	180.00
Pace Analytical Services, LLC	B449177	10/26/2022	INV B449177 Pace Analytical Se...	30-500-58200-0000-1	150.00
Pace Analytical Services, LLC	B449609	10/26/2022	INV B449609 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B449752	10/26/2022	INV B449752 Pace Analytical Se...	30-500-58200-0000-1	95.00
Pace Analytical Services, LLC	B450251	10/26/2022	INV B450251 Pace Analytical Se...	30-500-58200-0000-1	109.00

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Pace Analytical Services, LLC	B450264	10/26/2022	INV B450264 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B450265	10/26/2022	INV B450265 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B450278	10/26/2022	INV B450278 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B450411	10/26/2022	INV B450411 Pace Analytical Se...	32-510-58200-0000-1	120.00
Pace Analytical Services, LLC	B450544	10/26/2022	INV B450544 Pace Analytical Se...	32-510-58200-0000-1	15.63
Pace Analytical Services, LLC	B450568	10/26/2022	INV B450568 Pace Analytical Se...	32-510-58200-0000-1	180.00
Pace Analytical Services, LLC	B450621	10/26/2022	INV B450621 Pace Analytical Se...	32-510-58200-0000-1	37.50
Pace Analytical Services, LLC	B451219	10/26/2022	INV B451219 Pace Analytical Se...	30-500-58200-0000-1	150.00
Pace Analytical Services, LLC	B451357	10/26/2022	INV B451357 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B451728	10/26/2022	INV B451728 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B451729	10/26/2022	INV B451729 Pace Analytical Se...	32-510-58200-0000-1	97.74
Pace Analytical Services, LLC	B452114	10/26/2022	INV B452114 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B452339	10/26/2022	INV B452339 Pace Analytical Se...	32-510-58200-0000-1	86.88
Pace Analytical Services, LLC	B452513	10/26/2022	INV B452513 Pace Analytical Se...	32-510-58200-0000-1	108.60
Pace Analytical Services, LLC	B452526	10/26/2022	INV B452526 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B452971	10/26/2022	INV B452971 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B453038	10/26/2022	INV B453038 Pace Analytical Se...	32-510-58200-0000-1	40.73
Pace Analytical Services, LLC	B453152	10/26/2022	INV B453152 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B453697	10/26/2022	INV B453697 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B453747	10/26/2022	INV B453747 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B453795	10/26/2022	INV B453795 Pace Analytical Se...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	B453837	10/26/2022	INV B453837 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B454777	10/26/2022	INV B454777 Pace Analytical Se...	32-510-58200-0000-1	77.11
Pace Analytical Services, LLC	B454823	10/26/2022	INV B454823 Pace Analytical Se...	32-510-58200-0000-1	97.74
Pace Analytical Services, LLC	B454904	10/26/2022	INV B454904 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B454923	10/26/2022	INV B454923 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B455157	10/26/2022	INV B455157 Pace Analytical Se...	30-500-58200-0000-1	118.37
Pace Analytical Services, LLC	B455204	10/26/2022	INV B455204 Pace Analytical Se...	32-510-58200-0000-1	162.90
Pace Analytical Services, LLC	B456111	10/26/2022	INV B456111 Pace Analytical Se...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	B456310	10/26/2022	INV B456310 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B456467	10/26/2022	INV B456467 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B456510	10/26/2022	INV B456510 Pace Analytical Se...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	B456736	10/26/2022	INV B456736 Pace Analytical Se...	32-510-58200-0000-1	97.74
Pace Analytical Services, LLC	B456737	10/26/2022	INV B456737 Pace Analytical Se...	32-510-58200-0000-1	195.48
Pace Analytical Services, LLC	B458287	10/26/2022	INV B458287 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B458858	10/26/2022	INV B458858 Pace Analytical Se...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	B459018	10/26/2022	INV B459018 Pace Analytical Se...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	B461104	10/26/2022	INV B461104 Pace Analytical Se...	32-510-58200-0000-1	97.74
Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:					10,367.87

Vendor: Pacific Irrigation I - Pacific Irrigation Inc

Pacific Irrigation Inc	25490	10/19/2022	INV 25490 Pacific Irrigation Inc.	32-510-56400-0000-1	793.75
Vendor Pacific Irrigation I - Pacific Irrigation Inc Total:					793.75

Vendor: PG&E COMPANY - PG&E COMPANY

PG&E COMPANY	INV0022373	10/19/2022	4453174177-3 10102022	01-180-58000-0000-1	1,146.08
PG&E COMPANY	INV0022373	10/19/2022	7576987527-1 10242022	01-180-58000-0000-1	199.63
PG&E COMPANY	INV0022373	10/19/2022	2514556883-5 10242022	01-180-58000-0000-1	38.77
PG&E COMPANY	INV0022373	10/19/2022	4022268837-2 10242022	01-180-58000-0000-1	45.30
PG&E COMPANY	INV0022373	10/19/2022	3877090180-9 10102022	01-180-58100-0000-1	397.28
PG&E COMPANY	INV0022373	10/19/2022	0741726506-8 10102022	01-180-58100-0000-1	478.73
PG&E COMPANY	INV0022373	10/19/2022	1601672325-2 10102022	01-180-58100-0000-1	249.11
PG&E COMPANY	INV0022373	10/19/2022	5629608181-5 10102022	01-180-58100-0000-1	25.16
PG&E COMPANY	INV0022373	10/19/2022	5568620890-5 10102022	01-180-58100-0000-1	9.34
PG&E COMPANY	INV0022373	10/19/2022	7663752590-8 10102022	01-180-58100-0000-1	24.20
PG&E COMPANY	INV0022373	10/19/2022	4483764300-4 10102022	01-180-58100-0000-1	49.20
PG&E COMPANY	INV0022373	10/19/2022	2012021553-6 10102022	01-180-58100-0000-1	842.77
PG&E COMPANY	INV0022373	10/19/2022	4191871709-5 10102022	01-185-58000-0000-1	1,671.28
PG&E COMPANY	INV0022373	10/19/2022	0309941756-4 10242022	20-200-58100-0000-1	139.82
PG&E COMPANY	INV0022373	10/19/2022	6372122228-7 10102022	20-200-58100-0000-1	641.10
PG&E COMPANY	INV0022373	10/19/2022	7336692458-4 10102022	20-200-58100-0000-1	1,315.00
PG&E COMPANY	INV0022373	10/19/2022	5794429226-7 10032022	20-200-58100-0000-1	207.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PG&E COMPANY	INV0022373	10/19/2022	5842445837-8 10102022	30-500-58000-0000-1	308.02
PG&E COMPANY	INV0022373	10/19/2022	9048125100-8 10102022	30-500-58000-0000-1	163.97
PG&E COMPANY	INV0022373	10/19/2022	7305081533-8 10242022	32-510-58000-0000-1	72.62
PG&E COMPANY	INV0022373	10/19/2022	0843084856-7 10242022	32-510-58000-0000-1	107.58
PG&E COMPANY	INV0022373	10/19/2022	2687153110-4 10242022	32-510-58000-0000-1	5,723.64
PG&E COMPANY	INV0022373	10/19/2022	0425382282-1 10102022	32-510-58000-0000-1	99.09
PG&E COMPANY	INV0022373	10/19/2022	7699604118-2 10102022	32-510-58000-0000-1	1,093.85

Vendor PG&E COMPANY - PG&E COMPANY Total: **15,048.72**

Vendor: Pitney Bowes - Pitney Bowes

Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-105-55600-0000-1	19.78
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-110-55600-0000-1	19.78
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-115-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-130-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-140-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-150-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-155-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-160-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-165-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	01-175-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	30-500-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	31-505-55600-0000-1	19.79
Pitney Bowes	8000-9000-0937-7825 10052022	10/18/2022	8000-9000-0937-7825 10052022	32-510-55600-0000-1	19.79

Vendor Pitney Bowes - Pitney Bowes Total: **257.25**

Vendor: Quad Knopf - Quad Knopf

Quad Knopf	114639	10/19/2022	Community Garden Inv 114639	25-000-52960-8425-1	18,000.93
Quad Knopf	115465	10/19/2022	Community Garden Inv 115465	25-000-52960-8425-1	19,765.90
Quad Knopf	115915	10/19/2022	Community Garden Inv 115915	25-000-52960-8425-1	20,669.22
Quad Knopf	115062	10/26/2022	Community Garden Inv 115062	25-000-52960-8425-1	19,711.68

Vendor Quad Knopf - Quad Knopf Total: **78,147.73**

Vendor: Quinn Co. - Quinn Co.

Quinn Co.	WON60016445	10/26/2022	INV WON60016445 Quinn	32-510-56410-0000-1	1,537.54
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Vendor Quinn Co. - Quinn Co. Total: **1,537.54**

Vendor: R&F Disposal - R&F Disposal

R&F Disposal	3424537	10/19/2022	3424537	01-150-52200-0000-1	107.32
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Vendor R&F Disposal - R&F Disposal Total: **107.32**

Vendor: Rain for Rent - Rain for Rent

Rain for Rent	1793251	10/19/2022	INV 1793251 Rain for Rent	30-500-53800-0000-1	87.75
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Vendor Rain for Rent - Rain for Rent Total: **87.75**

Vendor: Raymond's Trophy - Raymond's Trophy

Raymond's Trophy	86468	10/26/2022	INV 86468 DESK WEDGE-NAME ...	01-115-57200-0000-1	45.74
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Vendor Raymond's Trophy - Raymond's Trophy Total: **45.74**

Vendor: Arrowhead - Ready Refresh

Ready Refresh	02J0033594904	10/18/2022	02J0033594904	01-150-57200-0000-1	9.42
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Vendor Arrowhead - Ready Refresh Total: **9.42**

Vendor: RVS Software - RVS Software

RVS Software	180821	10/26/2022	180821	30-500-57200-0000-1	1,023.64
RVS Software	180821	10/26/2022	180821	31-505-57200-0000-1	1,023.64
RVS Software	180821	10/26/2022	180821	32-510-57200-0000-1	1,026.72

Vendor RVS Software - RVS Software Total: **3,074.00**

Vendor: Serda's Plumbing - Serda's Plumbing

Serda's Plumbing	303881	10/26/2022	INV 303881 Serda'a Plumbing, I...	01-180-56400-0000-1	633.77
Serda's Plumbing	303881	10/26/2022	INV 303881 Serda'a Plumbing, I...	32-510-56400-0000-1	633.77

Vendor Serda's Plumbing - Serda's Plumbing Total: **1,267.54**

Vendor: The Gas Co. - SoCalGas

SoCalGas	16861631949 10	10/18/2022	16861631949 10	01-185-58000-0000-1	20.55
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Vendor The Gas Co. - SoCalGas Total: **20.55**

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	26161316	10/18/2022	26161316	30-500-58000-0000-1	15,788.47
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					15,788.47
Vendor: SPD - SPD					
SPD	18690	10/19/2022	18690	01-165-57400-0000-1	173.20
Vendor SPD - SPD Total:					173.20
Vendor: Spectrum - Spectrum					
Spectrum	119560501100122	10/18/2022	119560501100122	01-190-57800-0000-1	1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00
Vendor: Fresno City College - State Center Community College District					
State Center Community Colleg...	16896074-75	10/19/2022	Inv. 16896074-75 POST Supervi...	01-150-52010-0000-1	604.00
Vendor Fresno City College - State Center Community College District Total:					604.00
Vendor: Statewide Saftey - Statewide Saftey					
Statewide Saftey	12015767	10/18/2022	INV 12015767 Statewide Traffic...	01-165-56800-0000-1	51.48
Vendor Statewide Saftey - Statewide Saftey Total:					51.48
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	192803-0	10/19/2022	Inv. 192803-0 10/14/22	01-150-57200-0000-1	322.75
Stinson Stationers, Inc.	193299-0	10/26/2022	INV 193299-0 Stinsons	01-180-57200-0000-1	172.86
Stinson Stationers, Inc.	193299-0	10/26/2022	INV 193299-0 Stinsons	30-500-57200-0000-1	172.82
Stinson Stationers, Inc.	193299-0	10/26/2022	INV 193299-0 Stinsons	32-510-57200-0000-1	172.82
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					841.25
Vendor: Stockdale Aire, Inc. - Stockdale Aire, Inc.					
Stockdale Aire, Inc.	I-84361-1	10/26/2022	INV I-84361-1 Stockdale Aire	30-500-56410-0000-1	245.00
Vendor Stockdale Aire, Inc. - Stockdale Aire, Inc. Total:					245.00
Vendor: Supplyworks - Supplyworks Inc					
Supplyworks Inc	46800123	10/26/2022	Order 46800123 SupplyWorks	01-190-57400-0000-1	110.11
Vendor Supplyworks - Supplyworks Inc Total:					110.11
Vendor: Criscom Public Relat - The Criscom Company					
The Criscom Company	270896	10/26/2022	CRISCOM INV 270896	01-175-56000-0000-1	4,500.00
The Criscom Company	270927	10/26/2022	CRISCOM INV 270927	01-175-56000-0000-1	4,500.00
The Criscom Company	270971	10/26/2022	CRISCOM INV 270971	01-175-56000-0000-1	4,500.00
Vendor Criscom Public Relat - The Criscom Company Total:					13,500.00
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	10907	10/19/2022	Torpedo INV10907	01-185-52200-0000-1	100.00
Torpedo Pest Control	10907	10/19/2022	Torpedo INV10907	01-190-52200-0000-1	100.00
Vendor Torpedo - Torpedo Pest Control Total:					200.00
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	3599480	10/19/2022	Inv 3599480 Contract Services (...)	01-150-52200-0000-1	167.84
Vendor Ultrex Business - Ultrex Business Total:					167.84
Vendor: USA Blue Book - USA Blue Book					
USA Blue Book	090550	10/19/2022	INV 090550 USABlueBook	30-500-56410-0000-1	707.64
USA Blue Book	090834	10/19/2022	INV 090834 USABlueBook	30-500-56410-0000-1	1,002.81
USA Blue Book	036095	10/26/2022	INV 036095 USA BlueBook	32-510-57400-0000-1	2,328.60
Vendor USA Blue Book - USA Blue Book Total:					4,039.05
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	9918082355	10/26/2022	9918082355	01-150-57800-0000-1	1,571.13
Verizon - Police Dep	9918082355	10/26/2022	9918082355	01-155-57800-0000-1	73.15
Verizon - Police Dep	9918082355	10/26/2022	9918082355	30-500-57800-0000-1	11.21
Verizon - Police Dep	9918082355	10/26/2022	9918082355	32-510-57800-0000-1	11.00
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					1,666.49
Vendor: Vision Service Plan- - Vision Service Plan-					
Vision Service Plan-	815877254	10/18/2022	815877254	01-105-50550-0000-1	33.20
Vision Service Plan-	815877254	10/18/2022	815877254	01-110-50550-0000-1	7.10
Vision Service Plan-	815877254	10/18/2022	815877254	01-115-50550-0000-1	22.01
Vision Service Plan-	815877254	10/18/2022	815877254	01-140-50550-0000-1	16.16
Vision Service Plan-	815877254	10/18/2022	815877254	01-150-50550-0000-1	359.37

Expense Approval Report

Payment Dates: 10/19/2022 - 11/1/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vision Service Plan-	815877254	10/18/2022	815877254	01-155-50550-0000-1	51.58
Vision Service Plan-	815877254	10/18/2022	815877254	01-160-50550-0000-1	5.83
Vision Service Plan-	815877254	10/18/2022	815877254	01-165-50550-0000-1	38.55
Vision Service Plan-	815877254	10/18/2022	815877254	01-175-50550-0000-1	34.98
Vision Service Plan-	815877254	10/18/2022	815877254	01-180-50550-0000-1	99.05
Vision Service Plan-	815877254	10/18/2022	815877254	20-200-50550-0000-1	48.10
Vision Service Plan-	815877254	10/18/2022	815877254	30-500-50550-0000-1	141.87
Vision Service Plan-	815877254	10/18/2022	815877254	31-505-50550-0000-1	42.53
Vision Service Plan-	815877254	10/18/2022	815877254	32-510-50550-0000-1	150.50
Vision Service Plan-	815877254	10/18/2022	815877254	34-520-50550-0000-1	29.15
Vision Service Plan-	816107252	10/19/2022	816107252	01-105-50550-0000-1	33.20
Vision Service Plan-	816107252	10/19/2022	816107252	01-110-50550-0000-1	7.10
Vision Service Plan-	816107252	10/19/2022	816107252	01-115-50550-0000-1	8.75
Vision Service Plan-	816107252	10/19/2022	816107252	01-140-50550-0000-1	16.16
Vision Service Plan-	816107252	10/19/2022	816107252	01-150-50550-0000-1	359.37
Vision Service Plan-	816107252	10/19/2022	816107252	01-155-50550-0000-1	51.58
Vision Service Plan-	816107252	10/19/2022	816107252	01-160-50550-0000-1	5.83
Vision Service Plan-	816107252	10/19/2022	816107252	01-165-50550-0000-1	38.55
Vision Service Plan-	816107252	10/19/2022	816107252	01-175-50550-0000-1	34.98
Vision Service Plan-	816107252	10/19/2022	816107252	01-180-50550-0000-1	99.05
Vision Service Plan-	816107252	10/19/2022	816107252	20-200-50550-0000-1	48.10
Vision Service Plan-	816107252	10/19/2022	816107252	30-500-50550-0000-1	125.19
Vision Service Plan-	816107252	10/19/2022	816107252	31-505-50550-0000-1	31.69
Vision Service Plan-	816107252	10/19/2022	816107252	32-510-50550-0000-1	133.72
Vision Service Plan-	816107252	10/19/2022	816107252	34-520-50550-0000-1	29.15
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-105-50550-0000-1	33.20
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-110-50550-0000-1	-1.94
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-115-50550-0000-1	23.69
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-140-50550-0000-1	16.16
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-150-50550-0000-1	338.71
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-155-50550-0000-1	51.58
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-160-50550-0000-1	5.83
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-165-50550-0000-1	38.55
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-175-50550-0000-1	34.98
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	01-180-50550-0000-1	102.15
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	20-200-50550-0000-1	48.10
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	30-500-50550-0000-1	99.59
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	31-505-50550-0000-1	6.64
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	32-510-50550-0000-1	111.90
Vision Service Plan-	816326897	10/26/2022	816326897 VSP November 2022	34-520-50550-0000-1	29.15
Vendor Vision Service Plan- - Vision Service Plan- Total:					3,040.69

Vendor: WestAir - WestAir Gases & Equipment, Inc.

WestAir Gases & Equipment, Inc. 80340407	10/19/2022	INV 80340407 Westair	30-500-53800-0000-1	57.19
WestAir Gases & Equipment, Inc. 80345827	10/19/2022	INV 80345827 Westair	30-500-53800-0000-1	58.70
WestAir Gases & Equipment, Inc. 80373016	10/19/2022	INV 80373016 Westair	30-500-53800-0000-1	66.80
WestAir Gases & Equipment, Inc. 80406523	10/19/2022	INV 80406523 WestAir	30-500-53800-0000-1	73.04
WestAir Gases & Equipment, Inc. 80435118	10/19/2022	INV 80435118 WestAir	30-500-53800-0000-1	75.04
WestAir Gases & Equipment, Inc. 80440915	10/19/2022	INV 80440915 WestAir	30-500-53800-0000-1	73.20
WestAir Gases & Equipment, Inc. 80446719	10/19/2022	INV 80446719 WestAir	30-500-53800-0000-1	75.04
WestAir Gases & Equipment, Inc. 80458415	10/19/2022	INV 80458415 WestAir	30-500-53800-0000-1	82.48
WestAir Gases & Equipment, Inc. 80464308	10/19/2022	INV 80464308 WestAir	30-500-53800-0000-1	82.48
WestAir Gases & Equipment, Inc. 80470192	10/19/2022	INV 80470192 WestAir	30-500-53800-0000-1	80.40
Vendor WestAir - WestAir Gases & Equipment, Inc. Total:				724.37

Vendor: WILLDAN - WILLDAN

WILLDAN	010-52782	10/26/2022	Inv No. 010-52782 -CFD 2017-1,...24-210-56000-0000-1	15,000.00
Vendor WILLDAN - WILLDAN Total:				15,000.00

Expense Approval Report**Payment Dates: 10/19/2022 - 11/1/2022**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Witcher Electric - Witcher Electric					
Witcher Electric	38970AA	10/26/2022	INV 38970AA SCADA Upgrade	32-510-52950-0000-1	28,175.00
Vendor Witcher Electric - Witcher Electric Total:					28,175.00
Grand Total:					588,406.81

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	268,781.00
20 - LIGHTING & LANDSCAPING-DISTRICT 1	4,816.33
24 - COMMUNITY FACILITIES DISTRICT	15,000.00
25 - CAPITAL IMPROVEMENTS PROJECTS	90,287.73
26 - MISCELLANEOUS GRANTS	87,634.28
30 - SEWER	33,857.49
31 - REFUSE/RECYCLING	9,035.03
32 - WATER	78,692.55
34 - PUBLIC TRANSPORTATION	302.40
Grand Total:	588,406.81

Account Summary

Account Number	Account Name	Payment Amount
01-105-50550-0000-1	Dental/Vision Premiums	99.60
01-105-52200-0000-1	Contract Services	300.00
01-105-55600-0000-1	Postage	19.78
01-105-55800-0000-1	Printing & Legal Notices	1,263.30
01-105-57800-0000-1	Telephone & Communicat...	116.82
01-110-50550-0000-1	Dental/Vision Premiums	12.26
01-110-55600-0000-1	Postage	19.78
01-110-57800-0000-1	Telephone & Communicat...	30.10
01-115-50550-0000-1	Dental/Vision Premiums	54.45
01-115-54000-0000-1	Fuel	10,684.42
01-115-55600-0000-1	Postage	19.79
01-115-57200-0000-1	Supplies - Office	45.74
01-115-57800-0000-1	Telephone & Communicat...	39.34
01-130-55600-0000-1	Postage	19.79
01-130-56000-0000-1	Professional Services - Ot...	9,694.00
01-130-56100-0000-1	Legal Services	1,437.00
01-130-58900-0000-1	Debt Principal Redeemed	149,720.50
01-140-50550-0000-1	Dental/Vision Premiums	48.48
01-140-52200-0000-1	Contract Services	250.00
01-140-55200-0000-1	Miscellaneous	100.00
01-140-55600-0000-1	Postage	19.79
01-140-56000-8140-1	Professional Services - Tra...	426.00
01-140-56000-8449-1	Professional Services - M...	232.00
01-140-56000-8467-1	Professional Services - She...	390.50
01-140-57200-0000-1	Supplies - Office	75.06
01-140-57800-0000-1	Telephone & Communicat...	17.89
01-150-50550-0000-1	Dental/Vision Premiums	1,057.45
01-150-52010-0000-1	Conference/Meeting/Tra...	955.12
01-150-52200-0000-1	Contract Services	275.16
01-150-52930-0000-1	Computer Hardware/Soft...	12.84
01-150-55600-0000-1	Postage	19.79
01-150-56400-0000-1	Repairs & Maint - Build & ...	1,291.91
01-150-56600-0000-1	Repairs & Maintenance - ...	6,765.83
01-150-56800-0000-1	Safety Equipment	4,209.21
01-150-57200-0000-1	Supplies - Office	336.82
01-150-57400-0000-1	Supplies - Operating	101.79
01-150-57800-0000-1	Telephone & Communicat...	2,525.86
01-155-50550-0000-1	Dental/Vision Premiums	154.74
01-155-51150-0000-1	Dog Clinic	78.49
01-155-52000-0000-1	Conferences/Meetings/Tr...	109.51
01-155-55600-0000-1	Postage	19.79
01-155-57800-0000-1	Telephone & Communicat...	91.04
01-160-50550-0000-1	Dental/Vision Premiums	17.49
01-160-55600-0000-1	Postage	19.79

Account Summary

Account Number	Account Name	Payment Amount
01-160-57800-0000-1	Telephone & Communicat...	17.89
01-165-50550-0000-1	Dental/Vision Premiums	115.65
01-165-55600-0000-1	Postage	19.79
01-165-56800-0000-1	Safety Equipment	51.48
01-165-57400-0000-1	Supplies - Operating	173.20
01-165-57800-0000-1	Telephone & Communicat...	17.89
01-175-50550-0000-1	Dental/Vision Premiums	104.94
01-175-55600-0000-1	Postage	19.79
01-175-56000-0000-1	Professional Services	13,500.00
01-175-57200-0000-1	Supplies - Office	9.23
01-175-57800-0000-1	Telephone & Communicat...	17.89
01-180-50550-0000-1	Dental/Vision Premiums	300.25
01-180-51800-0000-1	Clothing Allowance	256.03
01-180-56400-0000-1	Repairs/Maintenance-Bui...	633.77
01-180-56410-0000-1	Repairs & Maintenance E...	302.14
01-180-56500-0000-1	Repairs/Maintenance Str...	1,817.47
01-180-56600-0000-1	Repairs/Maintenance - V...	1,023.51
01-180-57200-0000-1	Supplies - Office	172.86
01-180-57400-0000-1	Supplies - Operating	292.50
01-180-57800-0000-1	Telephone & Communicat...	44.13
01-180-58000-0000-1	Utilities	1,429.78
01-180-58100-0000-1	Street Lighting	2,075.79
01-185-52200-0000-1	Contract Services	100.00
01-185-57800-0000-1	Telephone & Communicat...	240.54
01-185-58000-0000-1	Utilities	1,691.83
01-190-52200-0000-1	Contract Services	100.00
01-190-56400-0000-1	Repairs & Maint - Build & ...	696.68
01-190-57400-0000-1	Supplies - Operating	110.11
01-190-57800-0000-1	Telephone & Communicat...	1,249.59
01-20800-0000-1	Pension Payable	10,605.03
01-22050-0000-1	Federal Withholding Paya...	7,247.07
01-22100-0000-1	FICA Payable	10,641.48
01-22150-0000-1	Medicare Payable	2,617.72
01-22200-0000-1	State Withholding Payable	3,676.19
01-22250-0000-1	SUTA Payable	57.10
01-22350-0000-1	Garnishments	75.00
01-22600-0000-1	Health FSA	33.27
01-22700-0000-1	Disability LTD	398.08
01-22800-0000-1	Accident	43.41
01-22900-0000-1	Life	222.08
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24600-8207-1	Deferred Revenue - McFar...	1,500.00
01-310-52200-0000-1	Contract Services	11,887.29
20-200-50550-0000-1	Dental/Vision Premiums	144.30
20-200-52200-0000-1	Contract Services	1,484.80
20-200-56700-0000-1	Repairs & Maintenance - ...	17.00
20-200-57400-0000-1	Supplies - Operating	294.42
20-200-57800-0000-1	Telephone & Communicat...	11.92
20-200-58100-0000-1	Street Lighting	2,303.10
20-20800-0000-1	Pension Payable	221.72
20-22050-0000-1	Federal Withholding Paya...	16.08
20-22100-0000-1	FICA Payable	240.66
20-22150-0000-1	Medicare Payable	56.30
20-22200-0000-1	State Withholding Payable	26.03
24-210-56000-0000-1	Professional Services	15,000.00
25-000-52910-8410-1	Buildings& Improvements ..	2,595.00
25-000-52960-8425-1	Streets & Roads Capital	78,147.73
25-000-52960-8430-1	Streets & Roads (Capital)	837.50

Account Summary

Account Number	Account Name	Payment Amount
25-000-52960-8490-1	Streets & Roads Capital S...	8,707.50
26-110-53100-8550-1	Grant Expenditure - ARPA...	87,634.28
30-20800-0000-1	Pension Payable	1,912.13
30-22050-0000-1	Federal Withholding Paya...	1,466.08
30-22100-0000-1	FICA Payable	1,894.96
30-22150-0000-1	Medicare Payable	469.04
30-22200-0000-1	State Withholding Payable	728.11
30-22250-0000-1	SUTA Payable	60.94
30-22600-0000-1	Health FSA	2.59
30-22700-0000-1	Disability LTD	88.40
30-22800-0000-1	Accident	15.41
30-22900-0000-1	Life	105.03
30-22950-0000-1	Cancer- American Fidelity	22.04
30-500-50550-0000-1	Dental/Vision Premiums	366.65
30-500-51800-0000-1	Clothing Allowance	219.44
30-500-52200-0000-1	Contract Services	212.01
30-500-53800-0000-1	Equipment Rental	812.12
30-500-55600-0000-1	Postage	554.85
30-500-56410-0000-1	Repairs & Maintenance E...	2,695.15
30-500-56600-0000-1	Repairs & Maintenance - ...	15.00
30-500-57200-0000-1	Supplies - Office	1,196.46
30-500-57800-0000-1	Telephone & Communicat...	569.19
30-500-58000-0000-1	Utilities	16,260.46
30-500-58200-0000-1	Water/Soil/Other Analysis	4,191.43
31-20800-0000-1	Pension Payable	518.27
31-22050-0000-1	Federal Withholding Paya...	334.96
31-22100-0000-1	FICA Payable	366.76
31-22150-0000-1	Medicare Payable	111.58
31-22200-0000-1	State Withholding Payable	185.29
31-22250-0000-1	SUTA Payable	11.35
31-22700-0000-1	Disability LTD	10.68
31-22900-0000-1	Life	11.23
31-505-50550-0000-1	Dental/Vision Premiums	80.86
31-505-52200-0000-1	Contract Services	212.01
31-505-52800-0000-1	County Waste Manageme...	5,545.80
31-505-55600-0000-1	Postage	554.85
31-505-57200-0000-1	Supplies - Office	1,023.64
31-505-57800-0000-1	Telephone & Communicat...	67.75
32-20800-0000-1	Pension Payable	1,161.87
32-22050-0000-1	Federal Withholding Paya...	560.00
32-22100-0000-1	FICA Payable	1,217.76
32-22150-0000-1	Medicare Payable	310.50
32-22200-0000-1	State Withholding Payable	346.57
32-22250-0000-1	SUTA Payable	60.94
32-22600-0000-1	Health FSA	27.60
32-22700-0000-1	Disability LTD	45.84
32-22900-0000-1	Life	38.60
32-510-50100-0000-1	Salaries - Permanent Emp...	7,106.00
32-510-50550-0000-1	Dental/Vision Premiums	396.12
32-510-51800-0000-1	Clothing Allowance	83.90
32-510-52200-0000-1	Contract Services	212.65
32-510-52950-0000-1	Equipment - Other (Capita...	28,175.00
32-510-55600-0000-1	Postage	556.47
32-510-56000-0000-1	Professional Services - Ot...	5,371.28
32-510-56400-0000-1	Repairs & Maint - Build & ...	1,427.52
32-510-56410-0000-1	Repairs & Maintenance- E...	1,839.68
32-510-56600-0000-1	Repairs & Maintenance - ...	1,539.01
32-510-57200-0000-1	Supplies - Office	1,199.54

Account Summary

Account Number	Account Name	Payment Amount
32-510-57400-0000-1	Supplies - Operating	6,358.69
32-510-57800-0000-1	Telephone & Communicat...	406.95
32-510-58000-0000-1	Utilities	13,193.62
32-510-58200-0000-1	Water/Soil/Other Analysis	7,056.44
34-520-50550-0000-1	Dental/Vision Premiums	87.45
34-520-56600-0000-1	Repairs & Maintenance - ...	144.32
34-520-57800-0000-1	Telephone & Communicat...	70.63
	Grand Total:	588,406.81

Project Account Summary

Project Account Key	Payment Amount
None	588,406.81
Grand Total:	588,406.81

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
November 10, 2022

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

CALL TO ORDER

Mayor Tafoya called the meeting to order at 4:16 p.m.

ROLL CALL

Councilmembers Present: Mayor S. Tafoya, Mayor Pro-Tem Pérez, Councilmember S. Ayon, Councilmember R. Cano, Councilmember A. Ayon

Councilmembers Absent: None

*Councilmember S. Ayon came in at 4:17 p.m.

OFFICIALS PRESENT

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

Officials Absent: None

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Councilmember A. Ayon

PUBLIC COMMENTS

No comments from the public were presented.

Public comment closed at 4:18 p.m.

DEPARTMENTAL REPORTS

A. Finance Department- Diego Viramontes

- Community Development/ Finance Office Reconstruction -Temporary Closure

-Finance Director Viramontes requested Council's feedback to temporarily close city hall due to finance office reconstruction. The closure dates requested were November 21, 22, and 23, 2022. Council agreed to shut down access into the office for the days requested. Staff would still be available via phone or email during that time.

ADMINISTRATIVE AGENDA

1. Motion was made by: Councilmember S. Ayon to Approve Resolution NO. 2022-0121, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2022-23; 2ⁿ by: Councilmember A. Ayon.
ROLL CALL VOTE: 5/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon, Mayor Tafoya
NAYS: None
ABSTAIN: None
ABSENT: None

2. Motion was made by: Mayor Pro Tem Pérez to Approve Resolution NO. 2022-0122, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CITY'S ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR 2022-23 AND 2022-27 CAPITAL IMPROVEMENT PROGRAM; 2nd by: Councilmember Cano.
ROLL CALL VOTE: 5/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon, Mayor Tafoya
NAYS: None
ABSTAIN: None
ABSENT: None

3. Motion was made by: Councilmember Cano to Approve Resolution NO. 2022-0123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A NEW JOB DESCRIPTION AND SALARY RANGE FOR THE NEW PARKS AND STREETS MAINTENANCE SUPERVISOR CLASSIFICATION, THE RECLASSIFICATION OF MR. JESSE GUERRA FROM THE STREETS SUPERVISOR TO THE NEW PARKS AND STREETS MAINTENANCE SUPERVISOR AND AN APPROPRIATION OF AN ADDITIONAL ANNUAL SUM OF \$5,382.74, FROM THE GENERAL FUND, TO FUND A RECOMMENDED HIGHER SALARY RANGE INCREASE FOR THE PARKS AND STREETS MAINTENANCE SUPERVISOR POSITION AT RANGE 24 STEP "F" AT \$27.51/HOUR; 2nd by: Councilmember S. Ayon.
ROLL CALL VOTE: 5/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon, Mayor Tafoya
NAYS: None
ABSTAIN: None
ABSENT: None

ADJOURNMENT

Meeting adjourned at 4:37 p.m.

Francisca Alvarado, City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
November 10, 2022

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor Sally Tafoya, Mayor Pro-Tem Pérez, Councilmember S. Ayon, Councilmember Cano, Councilmember A. Ayon

Councilmembers Absent: None

OFFICIALS PRESENT

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

Officials Absent: None

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Pérez

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- HUB International: Shaylyn Lewis

Kiley Henderson was present and held a detailed presentation on HUB International Insurance Firm regarding insurance cost savings for city provided employee health care benefits.

- Benefits Options Insurance Agency: Eric Trost

Eric Trost was present and held a detailed presentation on Benefits Options Insurance Agency regarding insurance cost savings for city provided employee health care benefits.

PUBLIC COMMENTS

1. **David G. Diaz 31139 Sherwood Ave McFarland, CA** – Mr. David Diaz invited the community and council to attend this year's Christmas Parade extravaganza that will take place December 10, 2022, beginning at 6:00 p.m. He also requested one council member be on the panel of judges for the Christmas floats.
2. **Rob Duchow 35118 Mc Murtrey Ave Bakersfield, CA** -Mr. Duchow Public Affairs Manager for So Cal Gas Company presented the City of McFarland with a 50,000 check and congratulate the City of McFarland for winning the Climate Adaptation and Resiliency Grant. He thanked Grant Administrator, Diana Garcia for preparing an excellent grant application.
3. **Geno Barajas 743 Kyra Ave McFarland** – Mr. Barajas thanked the city for the intersection. Mr. Barajas requested the city investigate putting more street lighting by the crosswalk in front of the McFarland High School.

Public Comment Closed at 6:54 p.m.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

1. Approval of Payroll Report for the month of October 2022 in the amount of \$ 261,152.07.
2. Approval of Expense Report in the Amount of \$ 499,403.78 from October 5, 2022, to, October 18, 2022.
3. Approval of November 1, 2022, Special Meeting Minutes.
4. Approval of November 3, 2022, Special Meeting Minutes.
5. Approval of October 6, 2022, Special Meeting Minutes.
6. Approval of October 27, 2022, Regular Meeting Minutes.

Motion was made by: Councilmember S. Ayon to approve the consent agenda; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: Mayor S, Tafoya, Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus 6:55 p.m.

PUBLIC HEARINGS

7. City of McFarland held Second Reading and Adoption of Ordinance No.0010-2022, AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING WATER CONSERVATION MEASURES TO AMEND AND RESTATE TITLE 12, CHAPTER 12.10, SECTION 5.44.040, MCFARLAND MUNICIPAL CODE.

- a. Staff Report: Community Development Director L. Ronk III
- b. Opened Public Hearing and Receive Public Testimony: 6:56 p.m.

No comments from the public were presented.

Closed Public Hearing: 6:56 p.m.

- c. **Motion was made by: Councilmember Cano** to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance No. 0010-2022 AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING WATER CONSERVATION MEASURES TO AMEND AND RESTATE TITLE 12, CHAPTER 12.10, SECTION 12.10.040, MCFARLAND MUNICIPAL CODE; **2nd by: Councilmember A. Ayon.**

ROLL CALL VOTE: 5/0

AYES: Mayor S. Tafuya, Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus 6:56 p.m.

- d. Council Directed Staff to Post in Designated Posting Locations in the City Within 15 Days of Its Passage.

8. The City of McFarland Conduct a Public Hearing to Receive Public Input of the Consideration and Adoption of RESOLUTION NO. 2022-0119, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING THE NECESSITY TO COMMENCE EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF A PORTION OF PROPERTY LOCATED AT 31197 TAYLOR AVENUE, MCFARLAND.

- a. Staff Report- Kenny Williams, City Manager/Chief of Police
- b. Opened the Public Hearing and Receive Public Testimony: 6:59 p.m.

1. Roy Gonzalez 159 10th Street -Asked if the property in question was the one on the corner of Garzoli and Taylor Ave.- **Mayor Tafuya responded yes.**

- c. Closed Public Hearing: 7:00 p.m.

- d. Motion was made by: Mayor Pro Tem Pérez to Approve RESOLUTION NO. 2022-0119, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING THE NECESSITY TO COMMENCE EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF A PORTION OF PROPERTY LOCATED AT 31197 TAYLOR AVENUE, MCFARLAND; 2nd by: Councilmember S. Ayon.

ROLL CALL VOTE: 5/0

AYES: Mayor S. Tafoya, Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus 7:00 p.m.

ADMINISTRATIVE AGENDA

9. Motion was made by: Mayor Pro Tem Pérez to **TABLE** Resolution NO. 2022-0120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN UPDATED JOB DISCRIPTION FOR THE WATER OPERATOR III/SUPERVISOR CLASSIFICATION AND AN APPROPRIATION OF AN ADDITIONAL ANNUAL SUM OF \$22,810, FROM THE WATER FUND, TO FUND A RECOMMENDED HIGHER SALARY RANGE INCREASE FOR THE WATER OPERATOR III /SUPERVISOR POSITION AT RANGE 38 STEP F AT 38.87/HOUR; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: Mayor S. Tafoya, Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus 7:07 p.m.

***Councilmember S. Ayon asked staff if this item was including the full medical benefit component in the cost.**

Staff did not know for certain if the classification range being requested by staff included the medical benefit component in it or not.

Council recommended item be tabled until staff reviewed the numbers and compared it with other cities in the area including the medical benefits the city of McFarland currently provides.

***Item tabled for further analysis by staff.**

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

Saul Ayon- Requested staff bring back an agenda item/staff report on the upcoming city council meeting agenda for council to vote on, in regard to eliminating the health benefits component for Councilmembers. Saul Ayon expressed how blessed he felt to have had a unit like the one that the current city council is comprised of. He stated that this council had made great progress and got the momentum going the right direction. He thanked Madam Mayor Tafoya for all her support and congratulated Diana Garcia on the So Cal Grant award.

Maria T. Pérez-Thanked everyone for their presence.

Ricardo Cano- Thanked the finance department and everyone involved in completing the budget.

Amador Ayon- Congratulated Finance Director Viramontes and his staff on the budget. He asked that Davis Ave reconstruction almost completed what were the next streets that were going to be addressed. – *PWD Mario Gonzales informed Councilmember Ayon that there are seven other roads currently in the design phase and that the pavement management plan is also in review and almost ready to bring to council.*

Sally Tafoya- Thanked everyone for all their hard work and the community for coming out.

CLOSED SESSION

1. Public Employment (Government Code §54957) - Title: Human Resources Director

ADJOURNMENT

Meeting adjourned at 7:13 p.m.

Francisca Alvarado, City Clerk

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams, Chief of Police/ City Manager
DATE: November 23, 2022
SUBJECT: Report, Discuss, and Possible Approval of the Employee Agreement between the City and Christina Arias.

Discussion:

The City has been in the recruitment process of hiring a new Human Resource Director for the past several months. In late October the City conducted a series of interviews with two applicants and after negotiation the City has made an agreement with Christina Arias to hire her as the City's Human Resource Director.

On November 10, 2022, the City Council met in closed session to discuss the details of the negotiations between the City and Christina Arias. After discussion, the City Council approved the negotiated terms and directed City Staff to finalize an employment agreement based on such terms. Based on that direction, staff finalized the employee agreement with Christina Arias and Arias began her employment with the City on November 22, 2022. Staff now returns to Council to ratify the employee agreement between the City and Christina Arias.

Financial impact:

The total impact to the 2022/2023 budget is \$130,993.96. This includes the salary and benefits listed below:

- Salary as per the contract \$86,000
- Benefits \$44,993.96

This funding was already accounted for within the 22/23 budget adoption; therefore we are not requesting any further allocation for this position.

Recommendation:

Staff recommends council discuss & possible approval of the employee agreement between the city and Christina Arias for the position of Human Resource Director.

Attachment:

Employee agreement between the City and Christina Arias.

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this 15th day of November 2022, by and between the City of McFarland, a Municipal Corporation (“City”), and Christina Arias (“Arias”). The City and Arias are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Arias as the City’s Human Resource Director; and

WHEREAS, the position of Human Resource Director is an “at will” position, not subject to the City’s personnel rules; and

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

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it has hired Arias as its Human Resource Director and as of November 22, 2022 (“Effective Date”) Arias and the city agree to the terms and conditions of this Agreement. Arias shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** Arias’s employment with City is at the sole will, discretion and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Arias’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

The terms of the City’s personnel rules, policies, procedures, ordinances, or resolutions (collectively “Personnel Policies”) shall not apply to Arias unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Arias.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Arias’s employment. Subject to State and

Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Arias.

4. Duties.

a. Human Resource Director. Employee accepts employment with the City as its Human Resource Director and agrees to perform all functions, duties and services as promulgated by City regulations and procedures, the City Manager, and the Human Resource Director job description, including, but not limited to the following:

- i. Conduct recruitment and selection including preparation of announcements, advertising, applicant tracking, examinations, oral interviews, and final selection in compliance with Equal Employment Opportunity Commission (EEOC) laws and regulations, and City policies and procedures.
- ii. Schedule pre-hire medical and psychological examinations.
- iii. Organize and administer new hire onboarding.
- iv. Assign and review work of staff to ensure timely completion of tasks; accuracy of reports; and monitor overall quality of duties performed, ensuring performance standards and organizational goals are met.
- v. Attend department staff meetings to discuss staffing needs, company events, project status, operations, and other HR related issues and topics.
- vi. Assist departments with performance evaluations, internal investigations, and disciplinary actions in compliance with Personnel System Rules, departmental policies and procedures, and state and federal law.
- vii. Assist with the daily administration of Worker's Compensation program; maintain accurate and complete records of all company work-related injuries and illnesses; complete, file and post all required forms and reports in accordance with OSHA regulations.
- viii. Participate in the administration of employee benefits and annual open enrollment; ensure employees receive benefit information and enroll within allotted time.
- ix. Manage employee medical and/or family leaves following State and Federal regulations and City policies and procedures; ensure accurate information and timely communication.
- x. Provide support to all employees regarding benefits, medical and family leaves, salary, and City policies and procedures.
- xi. Conduct classification and compensation studies; respond to salary survey requests and other questions relating to the City's employment practices. Update job descriptions on an as-needed basis.
- xii. Prepare and process a variety of human resources forms and reports, including maintaining logs and records, filing, and monitoring forms, and compiling various statistics.
- xiii. Create, update, and distribute City-wide policies and procedures, as required.

- xiv. Respond to notices from the Employment Development Department regarding Unemployment, Paid Family Leave, and State Disability Insurance claims, including non-claim related inquiries.
- xv. Assist in the administration of the Department of Transportation Drug and Alcohol program.
- xvi. Perform periodic safety audits to ensure compliance with all applicable codes and regulations.
- xvii. Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service
- xviii. Respond to email, phone, and front desk inquiries from employees by professionally addressing concerns in a timely manner.
- xix. Oversee employee development committee and related employee activities.
- xx. Maintain accurate and complete employee records, to remain compliant with Federal, State, and local reporting regulations.
- xxi. Develop implement and apply sound programs, policies, and procedures in accordance with Federal,
- xxii. Perform related duties as required.

5. **Term.** Except as hereinafter described, the term of this Agreement shall be for one (1) year commencing on the Effective Date. The term of this contract shall automatically renew for an additional one (1) year on the effective date of each subsequent year, unless terminated pursuant to the provisions of Section 6 of this Agreement.

6. **Termination.** Arias's "at-will" employment as Human Resource Director may be terminated as follows:

- a. **Resignation.** If Arias elects to resign at any time during the term of this Agreement, She may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
- b. **Retirement.** If Arias elects to retire, She shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
- c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Arias's employment as Human Resource Director at any time, "without cause" or advance notice.
- d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Arias's employment at any time, "with cause." "Cause" shall include, but not be limited to:
 - i. Willful misconduct or gross negligence;
 - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;

- iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement “for cause;”
- iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption or dishonesty. “Conviction” shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement “for cause;”
- v. Arias’s death; or
- vi. If Arias is determined by a court of competent jurisdiction of the State of California’s Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which She had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
- vii. Arias’s permanent disability if such disability precludes Arias from performing Her essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California’s Fair Employment & Housing Act.

7. **Salary and Benefits.** Arias’s salary and other benefits for all work or services called for under this Agreement shall be as follows:

- A. **Salary.** Commencing on the Effective Date, Arias’s annual salary shall be Eighty-Six thousand dollars (\$86,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
- B. **Vacation.** Arias shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Arias’s employment, any unused vacation hours shall be cashed out prior to Her accrual of an additional eighty (80) hours.
- C. **Sick Leave.** Arias shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
- D. **Holiday and Other Leaves.** Arias shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
- E. **Health Insurance Benefits.** City shall provide health insurance coverage for Arias and Her family consistent with the health insurance benefits provided to City employees. Arias may waive this health insurance coverage so long as She has proof

- of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
- F. **Term Life Insurance.** The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Arias shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Arias.
- G. **Vehicle.** Arias shall be required to adhere to all City policies and procedures regarding use of City vehicles.
- H. **Cell Phone.** City shall provide Arias with a cell phone purchased by City to be used by Arias exclusively for performance of Her duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Arias's election, City will pay Arias an allowance of \$50.00 per month for use toward Her personal cell phone and data plan. Arias acknowledges that use of the City provided cell phone, or Her personal cell phone, for City business may be subject such usage to disclosure under the California Public Records Act.
- I. **Retirement.** City represents and Arias acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Arias's salary annually to Arias's 401(k) or deferred compensation retirement account. Arias shall choose whether She wants the contribution made to Her 401(k) or deferred compensation account, or a combination of both.
- J. **Expenses.** City shall reimburse Arias for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Arias shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.
8. **Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Arias under any law or ordinance. City shall defend, save harmless and indemnify Arias from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Her in Her individual capacity or in Her official capacity as Human resource Director, provided the Claims arise while Arias is acting within the course and scope of Her employment and provided She did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.
9. **Evaluation.** The City Manager shall evaluate Arias after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

- 10. Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City

City Manager, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email: Kwilliams@mcfarlandcity.org

Arias

Christina. Arias
[REDACTED]
[REDACTED]
[REDACTED]

Either party may change Her or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

- A. Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties’ Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.

- F. Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- H. Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- J. Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.
- K. Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. Execution.** This Agreement is effective November 22, 2022. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. Non-Interest.** Except for Arias, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

- a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Arias, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of Her or her office or position.
- b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of Her or her office or position.
- c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of Her or her office or position.
- d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Arias shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Arias represents that She has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to her, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

- P. Independent Legal Advice.** City and Arias represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Arias further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

CITY OF MCFARLAND

Dated: _____ By: _____
Sally Tafoya
Title: Mayor

EMPLOYEE

Dated: _____ By: _____
Christina Arias

APPROVED AS TO FORM:

By: _____
Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Human Resource Director



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

City of McFarland

Human Resources Director

SALARY: DOE

Open: September 2, 2022

Close: Until filled

CAREER INFORMATION:

Under general direction, perform skilled generalist human resource services in recruitment, selection, classification, compensation, employee relations, training, benefits, leave entitlement, workers' compensation, discipline, and other areas of human resources administration, as assigned.

JOB DESCRIPTION:

- Conduct recruitment and selection including preparation of announcements, advertising, applicant tracking, examinations, oral interviews, and final selection in compliance with Equal Employment Opportunity Commission (EEOC) laws and regulations, and City policies and procedures.
- Schedule pre-hire medical and psychological examinations.
- Organize and administer new hire onboarding.
- Assign and review work of staff to ensure timely completion of tasks; accuracy of reports; and monitor overall quality of duties performed, ensuring performance standards and organizational goals are met.
- Attend department staff meetings to discuss staffing needs, company events, project status, operations, and other HR related issues and topics.
- Assist departments with performance evaluations, internal investigations, and disciplinary actions in compliance with Personnel System Rules, departmental policies and procedures, and state and federal law.
- Assist with the daily administration of Worker's Compensation program; maintain accurate and complete records of all company work-related injuries and illnesses; complete, file and post all required forms and reports in accordance with OSHA regulations.
- Participate in the administration of employee benefits and annual open enrollment; ensure employees receive benefit information and enroll within allotted time.
- Manage employee medical and/or family leaves following State and Federal regulations and City policies and procedures; ensure accurate information and timely communication.
- Provide support to all employees regarding benefits, medical and family leaves, salary, and City policies and procedures.
- Conduct classification and compensation studies; respond to salary survey requests and other questions relating to the City's employment practices. Update job descriptions on an as-needed basis.
- Prepare and process a variety of human resources forms and reports, including maintaining logs and records, filing, and monitoring forms, and compiling various statistics.

- Create, update, and distribute City-wide policies and procedures, as required.
- Respond to notices from the Employment Development Department regarding Unemployment, Paid Family Leave, and State Disability Insurance claims, including non-claim related inquiries.
- Assist in the administration of the Department of Transportation Drug and Alcohol program.
- Perform periodic safety audits to ensure compliance with all applicable codes and regulations.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service
- Respond to email, phone, and front desk inquiries from employees by professionally addressing concerns in a timely manner.
- Oversee employee development committee and related employee activities.
- Maintain accurate and complete employee records, to remain compliant with Federal, State, and local reporting regulations.
- Develop implement and apply sound programs, policies, and procedures in accordance with Federal, State, and local laws, ordinances, and policies.
- Analyze data, communicate complete information, develop recommendations, and prepare and present effective written and oral reports.
- Provide effective employee management, effective leadership, supervision, training, and work evaluation.
- Interpret, apply, and effectively explain laws, rules, regulations, and departmental policies.
- Exercise sound and independent judgment, conduct independent analyses and make recommendations on complex, sensitive and controversial issues.
- Establish clear goals and objectives to create an organization that delivers excellent customer service through ethical leadership standards.
- Establish, maintain, and foster cooperative relationships by promoting effective partnerships with department peers, employees, citizens, and others contacted in the course of work.
- Work effectively in time-sensitive situations and coordinate multiple projects and complex tasks simultaneously.
- Communicate effectively orally and in writing and make clear and convincing presentations.
- Develop creative and practical solutions to complex and difficult problems.
- Communicate tactfully, sensitively, and effectively with employees and employee representatives.
- Establishing and maintaining working relationships with professional colleagues in other public jurisdictions.
- Provide effective administrative and technical leadership to the Human Resource Department.
- Respond effectively to requests for assistance from other department managers.
- Read, understand, and apply established City policies, procedures, practices, and regulations.
- Maintain confidentiality.
- Make rapid and sound independent judgements.
- Operate a personal computer and related programs, including spreadsheet and word processing programs.
- Other duties as assigned

MINIMUM QUALIFICATIONS:

KNOWLEDGE OF-

- Federal, State, and local laws, codes and regulations relating to personnel administration.
- Principles and practices of collective bargaining and labor relations in the public sector.
- Principles and practices of risk management.
- Principles and practices of the administration of a comprehensive public personnel program
- Principles and practices of public administration, organization development, and management
- Correct use of oral and written English, and proper spelling, punctuation, and composition.

Skilled in –

- Evaluating and developing improvements in operations, procedures, and methods.
- Reading, interpreting, and applying complex procedures, policies, rules, and regulations.
- Negotiating and representing organizational interests.
- Organizing and maintaining accurate records and files.
- Organizing and prioritizing assigned work.
- Compiling and preparing clear and concise reports.
- Establishing and maintaining effective working relationships with those contacted in the course of work.
- Communicating tactfully, sensitively, and effectively with employees and employee representatives.
- Using initiative and making sound and independent judgments within established goals and objective

Ability to –

- Provide effective administrative and technical leadership to personnel programs.
- Effectively carry out assigned duties and responsibilities.
- Respond effectively to requests for assistance from department managers.
- Communicate clearly and concisely in oral and written English. Prepare clear and concise reports, correspondence, and other written materials.
- Read, understand, and apply established City policies, procedures, practices, and regulations.
- Follow oral and written instructions.
- Maintain confidentiality. Establish and maintain accurate records.
- Make rapid and sound independent judgments. Operate a personal computer and related programs.

Physical Abilities and Work Environment –

The employee must be able to sit for lengthy periods of time in an indoor office environment. Drive an automobile. Must possess the manual dexterity to use keyboard equipment for lengthy periods of time. Must be able to lift up to 25 lbs. and work under time pressures.

Other – Must complete an annual Statement of Economic Interest. Bilingual fluency in English and Spanish is desirable

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Bachelor's degree from an accredited college or university in Human Resources, Public Administration, Business Administration or related field or Two years of professional experience in human resources, with progressively increased responsibilities.
- Current administration and knowledge of laws and regulations pertaining to Family Medical Leave Act/California Family Rights Act, Workers' Compensation, Americans with Disabilities Act, Discipline, Recruitment and Selection, and Salary and Compensation highly desired.

- Valid California driver's license with good driving record.

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and Dependents
- Life insurance equal to 1-year base salary with a minimum of \$50,000
- Retirement: Deferred Compensation 401(k) - The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee.
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 12 days' vacation and 12 days sick pay accrued annually
- 13.5 Days Holiday Pay
- 9/80 Work Schedule - every other Friday off

APPLICATION: To apply, please complete and application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.** To be considered for this position, please submit complete employment application and resume.

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer. In accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special accommodations during any stage of the examination process should be made in advance to the Human Resources Department.

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, Chief of Police/ City Manager

DATE: November 23, 2022

SUBJECT: Report, Discuss, and Possible Approval of the Appropriations Resolution and the lease agreement with Flock Safety to add 20 Flock cameras to assist with public safety.

Discussion:

Over the last few months, the city has seen an increase in violence with several shootings throughout the city. These shootings are typically gang related and normally involve a vehicle occupied by several individuals who shot from vehicles at their intended victims. Over the course of this year the city has seen three different homicides within the city limits and preliminary investigations indicate the homicides are gang related.

The McFarland Police Department has enhanced its efforts by providing increased patrols as well as coordinating and developing partnerships with other agencies to address these issues. Unfortunately, because the city of McFarland and Delano are bifurcated by the border of the southern and northern gangs it is anticipated the city will continue to experience gang violence.

In order to enhance the Police Department's ability to prevent and investigate cases of violence, city council approved the purchase and installation of nine cameras strategically placed throughout the city. The city has used this new technology to assist with investigations, however the city believes additional technology could be beneficial in the deterrence, prevention, and investigation of crimes.

Recently, the city attended a presentation by Flock Safety to examine the feasibility of installing License Plate Readers (LPRs) at strategic locations throughout the city to assist with the city's efforts. These LPRs would further enhance our abilities by providing the city a method of alerts for certain vehicles as well as enhanced search abilities for license plates and vehicle descriptions.

License plates can be entered into the system within alert parameters allowing for immediate notification upon a suspect's vehicle entering the city. Searches can be conducted within the FLOCK system for license plates including partial plates as well as vehicle descriptions. The system has the ability to differentiate between vehicle, types, models, colors, vehicle damage, or other specific data entered into the system. Staff believes the addition of this system will enhance the Police Departments investigative abilities.

Staff received a quote from Flock Safety for twenty cameras at a total cost of \$115,000. This cost includes the setup, installation, Flock safety advanced search features, and annual fees associated

with adding the twenty cameras throughout the city. In addition, the costs include adding the wing livestream to the city's system to include twenty of the existing cameras belonging to the city.

The Flock Safety contract is a two-year lease with the first year being \$61,000 while the second year would be \$54,000. The first year is higher due to the costs associated with the setup of the systems.

Financial impact:

The total impact to the 2022/2023 budget is \$61,000. The total impact to the 2023/2024 budget is \$54,000.

Recommendation:

Staff recommends council discuss & approve Resolution No. 2022-0124 APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE LEASE AND INSTALLATION OF TWENTY CAMERAS FROM FLOCK SAFETY WITHIN THE CITY OF MCFARLAND AND APPROVAL OF THE LEASE AGREEMENT WITH FLOCK SAFETY FOR THE TWENTY CAMERAS WITH AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE.

Attachment:

- A: Appropriations Resolution
- B. Flock Safety Quote.
- C. Lease Agreement

RESOLUTION NO. 2022-0124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE LEASE AND INSTALLATION OF TWENTY CAMERAS FROM FLOCK SAFETY WITHIN THE CITY OF MCFARLAND AND APPROVAL OF THE LEASE AGREEMENT WITH FLOCK SAFETY FOR THE TWENTY CAMERAS WITH AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE.

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2022/2023; and

WHEREAS, the current budget does not allocate funds for the lease of twenty cameras from Flock Safety.

WHEREAS, a one time allocation in the amount of \$61,000 is needed to add twenty cameras through various areas of the city to increase public safety. The additional funds of \$54,000 will be included into the 2023/2024 budget.

WHEREAS, the City desires to allocate an additional \$61,000 from the General Fund for the lease and installation of twenty cameras to improve public safety.

WHEREAS, the City Council desires to have the City Manager execute the lease agreement and all related documents for the implementation of the Flock Safety agreement.

WHEREAS, the purchasing agent has determined that this purchase is exempt from the bidding requirements based on the sole source exemption of the bidding process.

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) An additional \$61,000 shall be allocated to the budget line for the lease and installation of twenty cameras from the City's General Fund.
- 3) The increased allocation shall be in full force and effect for the 2022/2023 fiscal year budget.
- 4) The City Manager is hereby authorized and directed to increase the General Fund by \$61,000 for the lease and installation of twenty cameras.
- 5) The City Manager is hereby authorized to execute the lease agreement and all related documents for the implementation of the Flock Safety agreement.
- 6) The City Clerk shall certify to the passage and adoption of this resolution.

7) This resolution is effective immediately.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

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

Francisca Alvarado, City Clerk

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: CA - McFarland PD Legal Entity Name:	Contact Name: Kenneth Williams
Address: 401 W Kern Ave Mc Farland, California 93250	Phone: (661) 792-2121 E-Mail: kwilliams@mcfarlandcity.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	20.00	\$7,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	20.00	\$50,000.00
Wing Livestream	\$0.00	4.00	\$0.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00
Wing Livestream	\$250.00	6.00	\$1,500.00

Subtotal Year 1:	\$63,500.00
Subscription Term:	24 Months
Annual Recurring Total:	\$54,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$115,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: CA - McFarland PD

By: _____

By: _____

Name: _____

Name: Kenneth Williams

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

Certificate Of Completion

Envelope Id: 0C5F7B1127B74F578E1A41B820586ACB

Status: Sent

Subject: Action Required | CA - McFarland PD - Law Enforcement Agreement | Pending Signature

Source Envelope:

Document Pages: 38

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Caroline Fraher

AutoNav: Enabled

1170 Howell Mill Rd NW

Enveloped Stamping: Enabled

Unit 210

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30318

caroline.fraher@flocksafety.com

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Caroline Fraher

Location: DocuSign

11/14/2022 4:01:00 PM

caroline.fraher@flocksafety.com

Signer Events**Signature****Timestamp**

Kenneth Williams

Sent: 11/14/2022 4:04:45 PM

kwilliams@mcfarlandcity.org

Viewed: 11/15/2022 11:28:49 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/15/2022 11:28:49 AM

ID: ae8e1b4a-fd08-46ce-b55b-33e5eddbb00d

Mark Smith

mark.smith@flocksafety.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/14/2022 4:04:45 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Flock Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Flock Safety:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: vishal.deshmukh@oyasolutions.com

To advise Flock Safety of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at vishal.deshmukh@oyasolutions.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Flock Safety

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to vishal.deshmukh@oyasolutions.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Flock Safety

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to vishal.deshmukh@oyasolutions.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Flock Safety as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Flock Safety during the course of your relationship with Flock Safety.



Customer Implementation Guide: Law Enforcement

Implementation Timeline

Implementation Team

Implementation Service brief: Standard VS Advanced

- Standard Implementation
- Advanced Implementation

Things to Consider when Picking Locations

Customer Responsibilities: AC-Powered Cams

Electrician Handout

- Electrician Installation Steps
- FAQs about AC-Powered Flock Cameras

Installation Service Brief

Permitting: Pre-Install Questionnaire

- Timeline
- Right of Way
- AC Power vs. Solar
- Traffic Control & Installation Methods
- Paperwork & Required Forms
- Contacts

Professional Services Fee Schedule

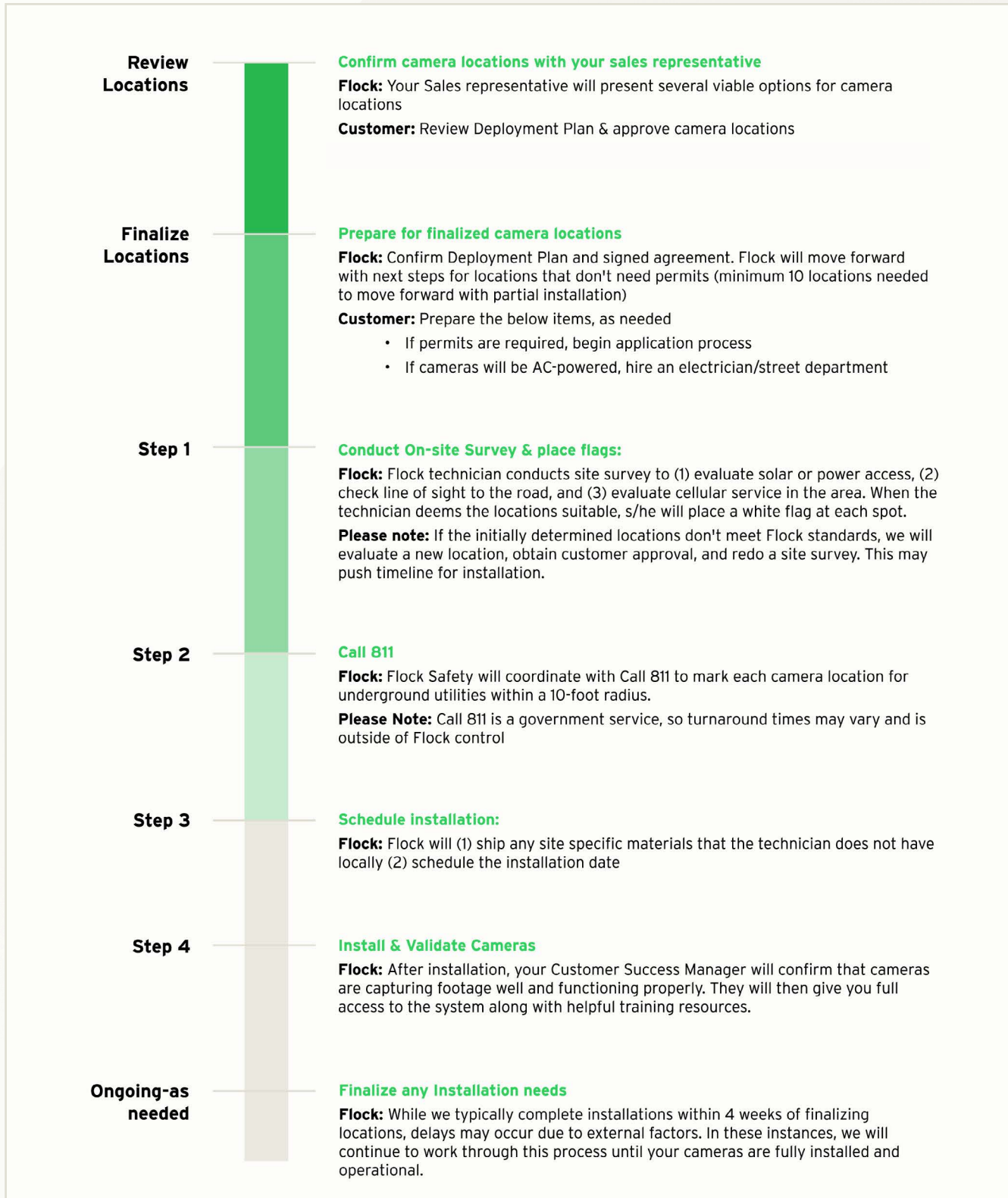
Billing

Help Center

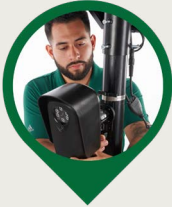
Customer Support

Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How they will support you
Project Manager 	Your Project Manager is your primary contact during camera installation. Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
Field Operations Team 	- The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. - They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How they will support you
Customer Success Manager 	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: - Set up Account Training - Understand benefits of features - Learning best practices for getting relevant data - Identifying opportunities to expand the security network in your area - Provide feedback on your partnership with Flock

Relationship Team	How they will support you
Flock Safety Support 	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Outside Party	When they may be involved
Electrician/Street Department	If your Flock Safety cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = \$350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
 - **Pole Options - Northern and Coastal**
 - **Pole Options - Non-Winterized, Non-Coastal**
 - **Pole Options - Georgia**
 - **Pole Options - Texas**
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



Things to Consider when Picking Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ****NOTE**** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a “DOT Pole” (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

flock safety

Let's defeat crime together

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

flock safety

Visit [flocksafety.com/power-install](https://www.flocksafety.com/power-install) for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

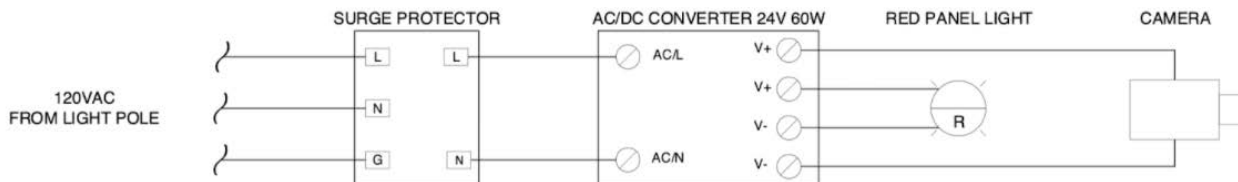
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
 - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Feews Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>
	***Field Technician Maintenance for Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased discounted price of \$1500

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Flock Safety can provide assistance during the permitting process (guidance on required paperwork, who to contact, etc.), but the timeline will be dependent on the customer completing the permitting process.

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?

- Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- The customer is responsible for submitting the permits.
- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



Help Center

Our **Help Center** is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? (National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams, Chief of Police/ City Manager
DATE: November 23, 2022
SUBJECT: Report, Discuss and Possibly approve Council Members being eliminated from the City's provided medical insurance plan in exchange for a \$400 per month contribution into each councilmembers retirement savings account (401K)

Discussion:

Over the past year the city has been examining the feasibility of restructuring its medical insurance plan. This restructuring was brought on by analyzing the costs of the City's current employee insurance plans and making the determination the City's plan is extremely costly in comparison to other municipalities.

In an effort to decrease costs, Councilman Saul Ayon, has requested staff determine the savings to the City if all members of city council were eliminated from the City's employee insurance plans.

Staff determined there are currently three councilmembers who receive a medical benefit through the City's employee insurance plan and two councilmembers who have opted out of the City's insurance plans as listed below:

- Councilmember Saul Ayon.....\$1832. 53
- Councilmember Ricardo Cano.....\$1832.53
- Mayor Sally Tafoya.....\$1409.64
- Councilmember Maria Perez Opted out.....\$0
- Councilmember Amador Ayon Opted out.....\$0

To determine true costs savings with all councilmembers being eliminated from the employee insurance plans, staff analyzed what the costs would be if both Councilmember Maria Perez and Amador Ayon were also receiving coverage through the City's employee insurance plan. Staff determined that both Councilmember Perez and Ayon would likely choose medical plans similar to Mayor Sally Tafoya and therefore staff used the same costs to determine the overall savings as listed below:

- Councilmember Saul Ayon.....\$1832.53
- Councilmember Ricardo Cano.....\$1832.53
- Mayor Sally Tafoya.....\$1409.64
- Councilmember Maria Perez.....\$1409.64
- Councilmember Amador Ayon.....\$1409.64

The total monthly costs for the employee insurance plans for councilmembers is.....\$7893.98

The total annual costs for the employee insurance plans for councilmembers is..... \$94,727.76

This plan includes providing a \$400 per month contribution for each councilmember into each members 401K retirement savings plan. The annual cost for the contribution for all councilmembers is \$24,000.

Financial impact:

The total impact to the 2022/2023 budget would be a costs savings in the amount of \$70,727.76.

Recommendation:

Staff is recommending council possibly approve RESOLUTION NO. 2022-0125 TO ALLOW COUNCIL MEMBERS TO “ELIMINATE” THE CITY PROVIDED EMPLOYEE INSURANCE PLAN IN EXCHANGE FOR A \$400 CONTRIBUTION INTO EACH COUNCILMEMBERS RETIREMENT SAVINGS ACCOUNT (401K).

RESOLUTION NO. 2022-0125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MCFARLAND, CALIFORNIA, TO ALLOW COUNCIL
MEMBERS TO “ELIMINATE” THE CITY PROVIDED
EMPLOYEE INSURANCE PLAN IN EXCHANGE FOR A \$400
CONTRIBUTION INTO EACH COUNCILMEMBERS
RETIREMENT SAVINGS ACCOUNT (401K)**

WHEREAS, The City of McFarland (“City”) desires to allow all city councilmembers to be eliminated from the city’s employee insurance plans; and

WHEREAS, in exchange for the elimination of the city’s employee insurance plan, the City will provide a (\$400) Four-Hundred Dollar contribution to each of the councilmembers employee retirement savings account (401K); and

WHEREAS, This resolution will allow for the contribution to be made during the normal process in which other employee saving contributions are made; and

WHEREAS, This contribution will total \$400 per month, per each councilmember; and

WHEREAS, All other applicable rules governing the employee retirement savings account shall remain intact.

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

1. The City of McFarland (“City”) desires to allow all city councilmembers to be eliminated from the city’s employee insurance plans; and
2. The City will provide a (\$400) Four-Hundred Dollar contribution to each of the councilmembers employee retirement savings account (401K) for the elimination of the city’s employee insurance plans; and
3. The contribution shall be made during the normal process in which other employee saving contributions are made; and
4. This contribution will total \$400 per month, per each councilmember; and
5. All other applicable rules governing the employee retirement savings account shall remain intact.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

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

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

By: _____
NATHAN HODGES, City Attorney
Hodges Law Group

STAFF REPORT
CITY OF MCFARLAND

TO: Mayor and City Council
FROM: Chief of Police / City Manager Kenny Williams
DATE: November 23, 2022
SUBJECT: Report, Discuss and Provide direction concerning which insurance broker and which insurance plan the city would like to use for its employee insurance medical plans.

Discussion:

This proposal asks the council to consider changing the city's insurance broker to allow the city to save costs related to providing employee insurance to the city's employees. This proposal is designed to decrease the city operational costs associated with employee and dependent medical benefits.

The city is experiencing an increase in operational expenses through an increase in the Kern County Fire contract, an increase in Police personnel costs, and an increase in the city's Bond expenses. Over the course of this next two years staff forecasts the increases to be approximately \$1.2 million to the city's budget. Adding to these expenses is the increase in the current employee medical insurance from \$953,562 to \$1,013,557 annually.

This Proposal contains two sections including:

- **Section I:** Current employee insurance plan.
- **Section II:** New Options for employee insurance plans.
 - Option I: Benefits option insurance agency.
 - Option II: HUB international insurance company.

Section I: Current employee insurance plans

Currently, the city has three types of employee insurance plans as listed below, excluding, Dental, Vision or Supplemental insurance. The plans are as follows:

- PPO 250 is a Preferred Provider Organization with a \$250 deductible. A PPO plan offers a network of healthcare providers employees can use for their medical care. These providers have agreed to provide care to the plan members at a certain rate.
- EPO 10 is Exclusive Provider Network with a \$10 deductible. An EPO is a managed care plan where services are covered only if you use doctors, specialists, or hospitals in the plans network (Except in an emergency)
- Kaiser: Is a specific company which offers medical service

When an employee is hired by the city, they may choose any medical plan the city offers regardless of the costs. The city in turn incurs the entire costs for each plan. Below is a current break down of employees within each insurance program and the associated annual costs for each program.

- Blue Cross PPO 250: 16 city employees have this program at a total annual cost of\$260,501
- Blue Cross EPO 10: 12 city employees have this program at a total annual cost of\$320,107
- Kaiser: 22 city employees have this program at a total annual cost of\$365,655

- Annual cost of all programs.....\$946,264

Section II: Options employee insurance plans

Option I Benefits options insurance company

Benefits options provided an estimate of insurance through the use of Anthem Blue Cross and Kaiser. The estimate is \$795,281 and includes a breakdown of costs that aligns with current employees plans and provides a cost savings in the amount of \$158,280.

Under this plan, the city continues to pay 100% of the insurance premium for both the employee and their dependents, however the costs changes for deductibles and copays.

Refer to the attached quote

Option II HUB international

HUB international provided an estimate of \$853,821. This plan incorporated three different options including an Anthem Blue Cross PPO 15/250/10% program, an Anthem Blue Cross PPO 15/40/10% and a Kaiser HMO 90/10/10 plan. The costs savings for this plan is \$159,736.

Under this plan, the city continues to pay 100% of the insurance premium for both the employee and their dependents, however the costs changes for deductibles and copays.

Refer to the attached quote

Fiscal Impact:

The fiscal impact will be an overall savings for the city.

Recommendation:

Report, Discuss and Provide direction concerning which insurance broker and which employee insurance plan the city would like to use for its employee insurance medical plans.

Attachments:

- I. Benefits Options Insurance agency quote
- II. HUB international agency quote



City of McFarland



Presented By Benefits Options Insurance Agency

GROW with Change: Changing Expectations

V i s i o n | S t r a t e g y | I m p l e m e n t a t i o n | R e s u l t s



Benefits Options Insurance Agency understands that Small Businesses are the lifeblood of the American Economy. We are intimately aware of and connected to the problems inherent to small companies, especially those problems associated with employee satisfaction and productivity. As business professionals too, our capacity to understand your business needs goes beyond just the traditional commoditized approach.

We are a purpose-driven business where we truly embed purpose in every action, aiming to leave an enduring impact on people's lives. It's almost impossible to overstate the relationship between employee satisfaction and customer satisfaction. In fact, it's fair to say that in order to be customer-focused, you need to first be employee-focused.

Ready to become an Employer of Choice?

Benefits Options Insurance Agency

Employer Focused | Consumer Driven

We combine **regional capabilities** with **local expertise**.



For over 22 years, Benefits Options has been helping employers address 6 main challenges:

- Employees who don't understand their employers benefits program
- Can't keep up with constantly changing rules and regulations
- Haven't adopted technology
- Employees not engaged
- Overwhelmed HR department
- Struggling to contain health insurance costs

We are here to help you *reclaim* your benefits costs as an *investment* vs. an expense

We think holistically to strengthen your employee experience. Supporting employees' holistic wellbeing includes providing support in these key areas:



EMPLOYEE BENEFIT SOLUTIONS



Benefit Options Agency is designed to advocate and reinvest in small businesses, contain cost, promote regulatory compliance, and deliver superior account service. We focus on eight primary employee benefit service areas.



Underwriting & Analytics

Plan design, strategic planning, financial forecasting, alternative premium funding, claims and utilization analysis.



Care Intervention

Options for members to make more efficient care decisions without sacrificing quality.



Compliance/Healthcare Reform

Tools, legislative updates, CAA & ACA guidance, annual disclosure notices, SPD, Section 125/POP, Form 5500 preparation, wrap documents, ERISA, COBRA, HIPAA.



Wellness and Communication

Planning, screenings and campaigns. Annual communication plan that drives engagement in benefits, wellness, and culture.



Population Health Management

Healthcare consumption, Data, Analytics, disease management, and aligned incentives to improve health.



Ancillary Benefits

Competitive marketing and scoring drives results for other plan services, GeoBlue travel insurance, FSA, HRA



HR Services

HR Consulting Hotline, Training, bi-lingual service reps, employee call center, Labor legal consultation and service calendars to ease your administrative burdens.



Technology

Create a completely digital solution that is paperless, secure, and cohesive across every point of client engagement.

A comprehensive, holistic view of your employee benefits plan

		PACE	Anthem / Kaiser
		Anthem / Kaiser	Fully Insured
		Renewal 1/1/2023	1/1/2023
Anthem EPO			
EE	0	\$915.35	
EE+1	1	\$1,830.67	
Family	11	\$2,379.89	
Totals	12	\$28,009.46	
Anthem PPO			
EE	8	\$740.06	\$4,965.82
EE+1	2	\$1,480.13	\$3,049.54
Family	8	\$1,924.16	\$35,996.93
Totals	18	\$24,274.02	\$44,012.29
Kaiser			
EE	10	\$768.44	\$5,055.80
EE+1	3	\$1,531.89	\$1,138.63
Family	10	\$1,989.96	\$16,951.38
Totals	21	\$32,179.67	\$23,145.81
Enrolled	51		
Total Monthly Cost		\$84,463	\$67,158
Total Annual Cost		\$1,013,558	\$805,897
Annual Savings:			-\$207,661

Alternative Option: 1/1/2023		Monthly Rate (12 pay periods)		(ABC) AnthemBlue Cross (CA) Prudent Buyer PPO w/ Traditional HMO/Select HMD				
				(K) Kaiser Wrap				
Employee	Age	Tier	Rating Area	(Carrier) Plan	Employer Contribution	Employee Contribution	Total Premium	
KARISSA ALBERTO	29	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	470.16	0.00	470.16	
FRANCISCA ALVARADO	35	EC	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,654.01	0.00	1,654.01	
GEORGE ALWAW	34	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	2,026.39	0.00	2,026.39	
OLIVIA AYON	28	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,475.26	0.00	1,475.26	
SAUL AYON	47	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,794.57	0.00	1,794.57	
VIOLET BRAUDRICK	41	EC	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	2,083.82	0.00	2,083.82	
ELIAS CANO	42	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,198.06	0.00	2,198.06	
SERGIO CAZARES	32	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,546.80	0.00	1,546.80	
ELIAS CRUZ	52	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,974.95	0.00	2,974.95	
BRIANAH DE LEON	27	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	440.33	0.00	440.33	
MATTHEW DEWAR	32	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,005.26	0.00	2,005.26	
KARINA DIONICIO	27	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	440.33	0.00	440.33	
YANELI DONATE	34	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	529.56	0.00	529.56	
JENNY ESPARZA	27	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,567.86	0.00	1,567.86	
JOSHUA ESQUIBEL	39	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,888.36	0.00	1,888.36	
JUAN ESTRADA	32	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	497.05	0.00	497.05	
ANDREW GALVAN	28	EC	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	792.12	0.00	792.12	
FERNANDO GAMBOA	30	W	N/A	Waived	N/A	N/A	N/A	
ANDREW GARCIA	30	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	495.10	0.00	495.10	
DIANA GARCIA	40	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	2,234.25	0.00	2,234.25	
MARIA GOMEZ	51	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,696.42	0.00	1,696.42	
MARIO GONZALES	56	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,428.38	0.00	2,428.38	
MARLENE GONZALEZ	34	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	510.08	0.00	510.08	
OCTAVIO GONZALEZ	51	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	783.60	0.00	783.60	
SALLY GONZALEZ	48	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,587.36	0.00	1,587.36	
JESUS GUERRA	53	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,934.00	0.00	1,934.00	
CHARLES HANKINS	25	ES	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,138.63	0.00	1,138.63	
ZAHD HASNAIN	34	ES	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,052.14	0.00	1,052.14	
TYLER HELTON	41	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,918.02	0.00	1,918.02	
EVARISTO HERNANDEZ	29	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	488.12	0.00	488.12	
FREDDY HERNANDEZ	27	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	440.33	0.00	440.33	
LETICIA HERNANDEZ	30	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	476.88	0.00	476.88	
JESSICA LOPEZ	32	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,517.14	0.00	1,517.14	
GERARDO MARTINEZ	40	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,224.88	0.00	1,224.88	
JOSE MEDINA	33	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	522.58	0.00	522.58	
MARIA MORENO	49	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,644.74	0.00	2,644.74	
JOSE MUNGUIA	37	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	540.03	0.00	540.03	
COLIN NEWHOUSE	29	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,963.36	0.00	1,963.36	
CATALINA NUNEZ	38	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,609.18	0.00	1,609.18	
JENNIFER PADILLA	33	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	522.58	0.00	522.58	
EMETERIO PEDRAZA	30	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	495.10	0.00	495.10	
SARAH ROSE PENAS	44	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	2,947.91	0.00	2,947.91	
MARVIN POP	29	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	488.12	0.00	488.12	
CHRISTOPHER RIVERA	39	EC	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	865.65	0.00	865.65	
JOSE RIVERA	27	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	440.33	0.00	440.33	
LARRY RONK	30	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,991.30	0.00	1,991.30	
BRANDON SHANKLE	42	FA	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	1,829.92	0.00	1,829.92	
OSCAR TELLEZ	49	ES	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,997.40	0.00	1,997.40	
LEONARD VASQUEZ	42	EE	CA14	<u>(K) Platinum 90 HMO 0/10 + Child Dental Alt</u>	556.71	0.00	556.71	
ORQUIDA VELASCO	30	EC	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,162.50	0.00	1,162.50	
DIEGO VIRAMONTES	34	FA	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	1,385.84	0.00	1,385.84	
Jasmin Martinez Gervado	25	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	437.95	0.00	437.95	
Jonathan Arceo	26	EE	CA14	(ABC) Anthem Platinum PPO 15/250/10% (6RG6)	446.68	0.00	446.68	
Anthem BC Totals			31 EE's		\$44,012.29	\$0.00	\$44,012.29	
Kaiser Totals			21 EE's		\$23,145.81	\$0.00	\$23,145.81	
Totals			52 EE's		\$67,158.10	\$0.00	\$67,158.10	

	Current PACE			Fully Insured	
	Anthem EPO	Anthem PPO	Kaiser HMO	Anthem	Kaiser
Deductible (Ded)					
Individual	\$0	\$250	\$0	\$250	\$0
Family	\$0	\$750	\$0	\$750	\$0
Out-of-Pocket Maximum					
Individual	\$1,500	\$2,500	\$1,500	\$3,800	\$3,000
Family	\$3,000	\$5,000	\$3,000	\$7,600	\$6,000
Office Visits					
Primary	\$10	\$20	\$15	\$15	\$10
Specialist	\$10	\$20	\$15	\$30	\$20
Preventative	\$0	\$0	\$0	\$0	\$0
Physician Services					
Lab/X-Ray	100%	10% after Ded	100%	\$10	\$20/\$40
Imaging	\$100	10% after Ded	100%	10% after Ded	\$150
Emergency / Urgent Care					
Urgent Care Center	\$10	\$20 ded waived	\$15	\$15 ded waived	\$10
Hospital Emergency Room	\$100	10% after Ded	\$100	10% after Ded	\$200
Ambulance	\$100	10% after Ded	\$100	10% after Ded	\$150
Hospitalization					
Inpatient Facility Services	100%	10% after Ded	100%	10% after Ded	\$500 Admin
Outpatient Facility Services	100%	10% after Ded	100%	10% after Ded	\$300
Ambulatory Surgical Center	100%	10% after Ded	100%	10% after Ded	\$300
Maternity					
Prenatal and Postnatal Care	\$10 / \$10	\$20 ded waived	\$10 / \$10	100% / \$15	100%
Delivery Inpatient Services	100%	10% after Ded	100%	10% after Ded	\$500 Admin
Prescription Drugs					
Annual Deductible	None	None	None	None	None
Generic	\$10	\$10	\$10	\$5	\$5
Preferred	\$25	\$30	\$20	\$30	\$15
Non-preferred	\$45	\$50	\$20	\$50	\$15
Specialty drugs	20% up to \$250	30% up to \$150	20% up to \$150	30% up to \$250	10% up to \$250

Highlights differences in plans

NEXT STEPS



November 2022	December 2022	January 2023	February 2023	March 2023
Cost – Benefit Analysis Secure carriers and place materials order for open enrollment. Start onboarding process and set up online enrollment platform and call center.	Open Enrollment Conduct OE meetings the week of December 5th. Submit enrollment and complete installation. Cards distributed.	Post enrollment evaluation Post enrollment analysis. Set up accounts, and audit enrollment for payroll. Set up cadence for employee Education.	Advocacy, Communication & Educational Tool Sets	Compliance Tool Sets
April 2023	May 2023	June 2023	July 2023	August 2023
Q1 evaluation and establish Efficiency Tool Sets		Mid-Year Stewardship Claims and utilization management and review	Health Fair Employee health fair, education, communication and engagement	

What Our Clients Have to Say

Patricia Rockwell – HR manager City of Ridgecrest

“Eric and his services have been great. He has made my job much easier when it comes to all things benefits. He is quick to return calls and I feel he hears me and even though we are a smaller agency, I don’t feel small with Eric. He is Johnny on the spot and takes the time to listen. Eric is also a good sounding board for running ideas past or in brainstorming for a way to get more from the benefit vendors. I highly recommend Eric and his services.”

Julie Eyssallenne – CEO Black Bird Fire Protection

“Eric Trost is an outstanding broker to work with! I have been working with him for nearly four years now with an array of benefits offered to our employees. His service has been excellent. He has been responsive and is highly knowledgeable with many years of experience. I highly recommend him to others as he is personable, trustworthy, and goes above and beyond with clients’ needs. If you are looking for a broker, Eric is your guy!”

Drew Triplett – CEO F.H.M.

“Benefits Options helped me create an employee benefits plan that let our employees maximize the value of their plan.”

MEET YOUR TEAM



- Naomi Silvi
- Account Manager



- Diego Conejo
- Financial Advisor



- Debbie Bellenger
- Health & Wellness Director



- Eric Trost
- President/Consultant

A close-up photograph of two people shaking hands. The person on the left is wearing a dark blue suit jacket, and the person on the right is wearing a light blue dress shirt. The background is a blurred office environment with a potted plant on the left and a person standing in the distance. The text "Thank You" is centered over the handshake.

Thank You

KEENAN Solutions (Current Provider)

Policy	2023 Rate	Subscribers	Monthly Total	Yearly Total
Anthem EPO \$10	\$ 915.35	0	\$ -	\$ -
Anthem EPO \$10 +1	\$ 1,830.67	1	\$ 1,830.67	\$ 21,968.04
Anthem EP \$10 +2	\$ 2,379.89	11	\$ 26,178.79	\$ 314,145.48
Anthem PPO \$250	\$ 740.06	8	\$ 5,920.48	\$ 71,045.76
Anthem PPO \$250 +1	\$ 1,480.13	2	\$ 2,960.26	\$ 35,523.12
Anthem PPO \$250 +2	\$ 1,924.16	8	\$ 15,393.28	\$ 184,719.36
Kaiser HMO \$15	\$ 768.44	10	\$ 7,684.40	\$ 92,212.80
Kaiser HMO \$15 +1	\$ 1,531.89	3	\$ 4,595.67	\$ 55,148.04
Kaiser HMO \$15 +2	\$ 1,989.96	10	\$ 19,899.60	\$ 238,795.20

Medical Total: \$ 1,013,557.80

HUB International (Submitted Proposal)

Policy	2023 Rate	Subscribers	Monthly Total	Yearly Total
ABC PPO 15/250/10%		19	\$ 23,840.20	\$ 286,082.40
ABC PPO 15/40/10%		12	\$ 20,750.60	\$ 249,007.20
Kaiser HMO 90/0/10		21	\$ 26,560.95	\$ 318,731.40
			\$ 71,151.75	

Medical Total \$ 853,821.00

Percentage Difference 19%

Total Cost Savings \$ 159,736.80

City of McFarland	Antehm Blue Cross		Anthem BC		Antehm Blue Cross		Anthem BC	
Presented By: Shaylyn Lewis License# 0J20474	Custom EPO (0/10/0)		Anthem Platinum PPO 15/250/10% (6RG6)		Custom EPO (0/10/0)		Anthem Platinum PPO 15/40/10% (6RH4)	
	EPO Plan		PPO / Platinum		EPO Plan		PPO / Platinum	
	CURRENT PLAN		1/1/2023		CURRENT PLAN		1/1/2023	
DEDUCTIBLE								
Individual	PPO:	\$250	PPO:	\$250	PPO:	\$0	PPO:	\$0
	Out of Network	\$250	Out of Network	\$2,000	Out of Network	Not Covered	Out of Network	\$2,000
Family	PPO:	\$750	PPO:	\$750 (embedded)	PPO:	\$0	PPO:	\$0
	Out of Network	\$750	Out of Network	\$4,000 (embedded)	Out of Network	Not Covered	Out of Network	\$4,000 (embedded)
OUT-OF-POCKET MAX								
Individual	PPO:	\$2,500	PPO:	\$3,800 (includes ded)	PPO:	\$1,500 person	PPO:	\$3,800
	Out of Network	\$6,500	Out of Network	\$7,600 (includes ded)	Out of Network	Not Covered	Out of Network	\$7,600 (includes ded)
Family	PPO:	\$5,000	PPO:	\$7,600 (embedded; includes ded)	PPO:	\$3,000 family	PPO:	\$7,600 (embedded)
	Out of Network	\$13,000	Out of Network	\$15,200 (embedded; includes ded)	Out of Network	Not Covered	Out of Network	\$15,200 (embedded; includes ded)
PHYSICIAN SERVICES								
Office Visits	PPO:	\$20/\$20 deductible waived	PPO:	\$15/\$30 (ded waived)	PPO:	\$10 copay	PPO:	\$15/\$40
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Telemedicine	PPO:	Virtual 0% ded waived	PPO:	Virtual Care: 0% (ded waived)	PPO:	\$10 copay	PPO:	Virtual Care: 0%
	Out of Network	Not Covered	Out of Network	Not Covered	Out of Network	Not Covered	Out of Network	Not Covered
Preventive Care	PPO:	No charge	PPO:	0% (ded waived)	PPO:	No Charge	PPO:	0%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Diagnostic Lab/X-Ray	PPO:	10% after ded	PPO:	Office: \$10 (ded waived); Freestanding: 0% (ded waived) 10% after ded; OPHosp: 10% after ded	PPO:	No Charge	PPO:	Office: \$10; Freestanding: 0%/10%; OPHosp: 10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Imaging (CT/PET scans, MRIs)	PPO:	10% after ded	PPO:	Freestanding: 10% after ded; OPHosp: \$100 + 10% after ded	PPO:	\$100 copy per service	PPO:	Freestanding: 10%; OPHosp: \$100 + 10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
PRESCRIPTION DRUGS								
Pharmacy Deductible	PPO:		PPO:	None	PPO:		PPO:	None
	Out of Network		Out of Network	Not Covered	Out of Network		Out of Network	Not Covered
Tier 1 (Generic Formulary)	PPO:		PPO:	Level 1: \$5; Level 2: \$15	PPO:		PPO:	Level 1: \$5; Level 2: \$15
	Out of Network		Out of Network	Not Covered	Out of Network		Out of Network	Not Covered
Tier 2 (Preferred Brand Formulary)	PPO:		PPO:	Level 1: \$30; Level 2: \$40	PPO:		PPO:	Level 1: \$30; Level 2: \$40
	Out of Network		Out of Network	Not Covered	Out of Network		Out of Network	Not Covered
Tier 3 (Non-Preferred Brand Formulary)	PPO:		PPO:	Level 1: \$50; Level 2: \$60	PPO:		PPO:	Level 1: \$50; Level 2: \$60
	Out of Network		Out of Network	Not Covered	Out of Network		Out of Network	Not Covered
Tier 4 (Specialty Drugs)	PPO:		PPO:	Level 1: 30% up to \$250; Level 2: 40% up to \$250	PPO:		PPO:	Level 1: 30% up to \$250; Level 2: 40% up to \$250
	Out of Network		Out of Network	Not Covered	Out of Network		Out of Network	Not Covered
Mail Order	PPO:		PPO:	Tier 1: 2.5x Retail; Tier 2-3: 3x Retail	PPO:		PPO:	Tier 1: 2.5x Retail; Tier 2-3: 3x Retail
	Out of		Out of Network	Not Covered	Out of		Out of	Not Covered
HOSPITAL FACILITY SERVICES								
Inpatient Hospital Services	PPO:	10% after ded	PPO:	10% after ded	PPO:	No Charge	PPO:	10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Outpatient Surgery in a Hospital	PPO:	10% after ded	PPO:	\$200 + 10% after ded	PPO:	No Charge	PPO:	\$150 + 10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Ambulatory Surgical Center	PPO:	10% after ded	PPO:	10% after ded	PPO:	No Charge	PPO:	10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
EMERGENCY SERVICES								
Emergency Room	PPO:	10% after ded	PPO:	\$225 + 10% after ded (copay waived if admitted)	PPO:	0% coinsurance after deductible	PPO:	\$200 + 10% (copay waived if admitted)
	Out of Network	Covered as In-Network	Out of Network	Paid as In-Network	Out of Network	Covered as In-Network	Out of Network	Paid as In-Network
Emergency Transport/Ambulance	PPO:	10% after ded	PPO:	10% after ded	PPO:	\$100 copay per trip	PPO:	10%
	Out of Network	Covered as In-Network	Out of Network	Paid as In-Network	Out of Network	Covered as In-Network	Out of Network	Paid as In-Network
Urgent Care	PPO:	\$20 (ded waived)	PPO:	\$15 (ded waived)	PPO:	\$10 Copay	PPO:	\$15
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
MENTAL HEALTH/SUBSTANCE USE DISORDER								
Outpatient Services	PPO:	10% after ded	PPO:	\$15 (ded waived)	PPO:	\$10 Copay	PPO:	\$15
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Inpatient Services	PPO:	10% after ded	PPO:	10% after ded	PPO:	No Charge	PPO:	10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
MATERNITY								
Prenatal and Postnatal Care	PPO:	\$20 (ded waived)	PPO:	Prenatal: 0% (ded waived); Postnatal: \$15 (ded waived)	PPO:	\$10 Copay	PPO:	Prenatal: 0%; Postnatal: \$15
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded
Delivery and All Inpatient Services	PPO:	10% after ded	PPO:	10% after ded	PPO:	No Charge	PPO:	10%
	Out of Network	30% after ded	Out of Network	50% after ded	Out of Network	Not Covered	Out of Network	50% after ded

City of McFarland Presented By: Shaylyn Lewis License# 0J20474	Kaiser	Kaiser Platinum 90 HMO 0/10 + Child Dental Alt HMO / Platinum
	CURRENT PLAN	44927
DEDUCTIBLE		
Individual	\$0	\$0
Family	\$	\$0
OUT-OF-POCKET MAX		
Individual	\$1,500	\$3,000
Family	\$3,000	\$6,000 (embedded)
PHYSICIAN SERVICES		
Office Visits	\$15 / \$15	\$10/\$20
Telemedicine		0%
Preventive Care	No Charge	0%
Diagnostic Lab/X-Ray	No Charge	\$20/\$40
Imaging (CT/PET scans, MRIs)	No Charge	\$150
PRESCRIPTION DRUGS		
Pharmacy Deductible	None	None
Tier 1 (Generic Formulary)	\$10	\$5 (up to 30-day supply)
Tier 2 (Preferred Brand Formulary)	\$20	\$15 (up to 30-day supply)
Tier 3 (Non-Preferred Brand Formulary)	\$20	Same as preferred brand drugs when approved through exception process
Tier 4 (Specialty Drugs)	20% up to \$150	10% up to \$250 (up to 30-day supply)
Mail Order	\$20 / \$40	2x Retail (up to 100-day supply)
HOSPITAL FACILITY SERVICES		
Inpatient Hospital Services	No Charge	\$500/Admission
Outpatient Surgery in a Hospital	\$15/procedure	\$300
Ambulatory Surgical Center	\$15 / procedure	\$300
EMERGENCY SERVICES		
Emergency Room	\$100/visit	\$200 (waived if admitted)
Emergency Transport/Ambulance	No Charge	\$150
Urgent Care	\$15/visit	\$10
MENTAL HEALTH/SUBSTANCE USE DISORDER		
Outpatient Services	\$15 visit	\$10
Inpatient Services	No Charge	\$500/Admission
MATERNITY		
Prenatal and Postnatal Care	No Charge	0%
Delivery and All Inpatient Services	No Charge	\$500/Admission

CITY OF MCFARLAND

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Peter Cosentini, Assistant City Manager

DATE: November 23, 2022

SUBJECT: Policy Direction on First Draft of Cannabis Ordinance

Recommendation:

Staff Recommends that the Council review the attached first draft of the Cannabis Ordinance and staff report and provide staff with policy direction on the issues identified in this staff report and any other issues the Council deems appropriate.

Discussion:

As a cost savings measure, we are not engaging the City Attorney until the citizens of McFarland pass the cannabis tax in November. However, staff has been requested to finish the first draft of the Cannabis Ordinance for Council policy input, so the process is closer to launch in November, after the election. We will work with the City Attorney, after the cannabis tax is passed, to incorporate his input and experience into a finished product before Council's final adoption.

The policy issues the staff needs direction on are as follows:

1. The types of cannabis business license categories the Council wishes to authorize in the community.
2. The number of cannabis business licenses the Council wishes to authorize in each cannabis business license category.
3. The zoning types within which the Council wishes to allow cannabis businesses to work.
4. What safety zones does the Council wish to create.
5. Total square foot limit for cannabis business use.

We will discuss each of the 5 issues below, one at a time, with further background information.

I. Types of cannabis business licenses authorized within the City.

When Proposition 64 was first approved by the voters there were five basis categories of cannabis licenses as follows:

1.Cultivation. Cultivation is the process of growing cannabis. Since the initial adoption in 2016, the category has expanded in number by size of the grow and the amount of lighting that is used.

2. Distribution. Distribution is the process of legally transporting cannabis from one location to another. This is done between businesses that legally can deal with cannabis, such as a cultivation facility delivering to a testing facility to check the cannabis for quality control.

3. Manufacturing. Manufacturing is the process of processing cannabis from its raw grown form into more concentrated products such as hashish, dabs, oils, eatables, vape cartridges and other such products. Since initial adoption in 2016, the manufacturing categories have expanded to two, depending on if the extraction process uses volatile solvents or nonvolatile solvents or procedures.

4. Testing. Testing is the process of chemically examining the raw grown cannabis and making sure it has not been mixed with other chemical products or is contaminated to make sure it is safe to smoke or eat.

5. Retail. Retail is the process of legally selling cannabis. This is done two ways. One way is delivering the cannabis by vehicle to a buyer's house, better known as delivery, or selling the cannabis out of a bricks and mortar store, also called storefront retail.

- A. The listing below identifies all the license types that are currently allowed in the first draft of our ordinance.

Type 1A = Cultivation; Specialty Indoor; Small.

1. Type 1B = Cultivation; Specialty Mixed-Light; Small.

2. Type 1C = Cultivation: Specialty Cottage; Small

3. Type 2A = Cultivation; Indoor; Small.

4. Type 2B = Cultivation; Mixed-Light; Small.

5. Type 3A = Cultivation; Indoor; Medium.

6. Type 3B = Cultivation; Mixed-Light; Medium.

7. Type 4 = Cultivation; Nursery.

8. Upon authorization by the State of California, Type 5A = Cultivation; Indoor; Large.

9. Upon authorization by the State of California, Type 5B = Cultivation; Mixed-Light; Large.

10. Type 6 = Manufacturer 1. Non-Volatile Solvents and procedures

11. Type 7 = Manufacturer 2. Volatile Solvents

12. Type N = Manufacturer (i.e. no extractions, pursuant to 17 CCR § 40118, as may be amended).

13. Type P = Manufacturer (i.e. packaging and labeling only, pursuant to 17 CCR § 40118, as may be amended).

14. Type 8 = Testing Laboratory.
 15. As authorized by California Code of Regulations, Type 9 = Non-Storefront Retailer (i.e. retail sales by delivery only, pursuant to 16 CCR § 5414, as may be amended).
 16. Type 10 = Retailer (subject to Section 8.29.050, i.e. delivery only).
 18. Type 10 = Store Front Retail. A storefront retailer has a physical location where cannabis goods are sold. Store front retailers can also deliver cannabis goods. (Note: The Council needs to give the staff direction on how many of these you wish to authorize, if any.)
 19. Type 11 = Distributor.
 20. Type 12 = Microbusiness (subject to Sections 8.29.05.04(c) and 8.29.050).
 21. Type 13 = Distributor (i.e., transport only, pursuant to 16 CCR § 5315, as may be Amended.)
- Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, as may be amended.
17. Commercial Cannabis types that may be established by the State of California and is determined by the City Manager to be in substantial compliance with this Chapter.

- (a) Any commercial cannabis activity not expressly authorized by this Chapter is prohibited.
- (b) The number of commercial cannabis permits authorizing the operation of a microbusiness requiring a Type-12 State License that may be active or valid in the City at any given time shall not exceed thirty-five (35) permits, or a lower number as may be established by the City Council. A microbusiness license type 12 is for businesses that do at least three of the following activities at one location:
 1. Cultivation – up to 10,000 total square feet.
 2. Manufacturing – use of non-volatile solvents, mechanically extraction or infusion.
 3. Distribution or distribution transport – only
 4. Retail – storefront or non-storefront. If council limits retail licenses, the retail here could be the one(s) authorized and /or limited to non-storefront or delivery only.

The types of cannabis operations that are being recommended by the staff to be prohibited in the ordinance are all outdoor grow operations.

The types of licenses in the Ordinance that are currently being prohibited are all outdoor grow operations. Outdoor grow operations are not desirable because of the strong smell of cannabis. It can travel quite some distance and is not a pleasant smell. It is better to confine the cannabis in an indoor facility and require systems that minimize the smell from escaping the building. The recommended licenses currently not permitted in our ordinance are as follows:

1. Type 1= Cultivation; Specialty Outdoor; Small.
2. Type 2 = Cultivation; Outdoor; Small.

3. Type 3= Cultivation; Outdoor; Medium.
4. Type 5 = Cultivation; Outdoor; Large.

2. The number of cannabis business licenses the Council wishes to authorize in each cannabis business license category is the second topic of discussion.

The Council has the authority to set the number of licenses it distributes in each cannabis business license category. The first draft of the ordinance has unlimited licenses for all license categories except for any outdoor grow operations, which are forbidden. Council members have expressed an interest in limiting Store Front Retail Licenses. One Council Member has expressed an interest in having one Store Front Retail License at the current time. Staff would like Council direction on the number of Store Front Retail Licenses that are desired.

The draft ordinance caps Microbusiness Licenses at 35, or a lower number as determined by the Council.

The recommendation for unlimited number of licenses comes from the standpoint that most cannabis businesses do not interact with the community. Cannabis businesses such as cultivation, distribution, testing, manufacturing, and retail non-store front delivery only are enclosed in a private building not accessible to the public. Employees go into the building to work in the morning and leave at night. That is the extent of the interaction these businesses have with the community. If you have signage that does not describe the business as a cannabis business, the average passerby will not even know what is in the building.

3.The Zones within which Cannabis Businesses are allowed to do business.

Placement of cannabis businesses can be a very sensitive issue. Many communities do not like to place cannabis businesses downtown or in some other prominent place in town. Many communities take the out of sight, out of mind approach. This approach places the cannabis businesses some place on the edge of town in a zoning like industrial, so it is not generally seen by the public. This is the approach the staff has taken for the placement of cannabis businesses in McFarland.

Staff is recommending that the Council authorize cannabis business in the M-1 Limited Manufacturing, M-2 Light Manufacturing and M-3 Heavy Manufacturing. If you refer to the attached map of the annexation area entitled Kern Council of Governments and the McFarland Zoning – Review Map you will see that all of the M-1 and M-2 zones are on the East side of town in the annexation area, with the exception of 3 M-2 zone areas running close to the freeway that is within the old city limits on the east side. There is currently no M-3 zoning in the entire City, including the annexed area. If having some M-2 zone in the old City limits is concerning to the Council, we could allow cannabis in only the M-1 zoning. There is approximately 800 acers in M-1 and M-2 zoning inside the City, most of which is in the new annexation area. If the Council drops the M-2 zone for cannabis use we still have approximately 300 to 400 acers of M-1 zone in the City, only in the east side annexation

area. If you look at the attached Kern Council of Governments McFarland annexation area map, on the east side of town you will see two large industrial areas. The industrial area furthest south is the M-2. The M-1 light industrial is the lighter colored section north of Hanawalt Avenue.

1. Safety Zones for Sensitive Uses

A safety zone is an area around a sensitive facility that is not compatible with a cannabis business, such as a school. The proposed ordinance does not allow any commercial cannabis businesses to be located within six hundred feet (600') from any school, day care center, youth center, public park, or public library ("Sensitive Uses"). The proposed ordinance also has a two hundred feet (200) safety zone around any residential zone.

2. Total Square Foot Limit for Cannabis Businesses.

There is approximately 800 acers of M-1 and M-2 zoning existing in the City. If the Council does not allow the M-2 Industrial Zone for cannabis use, because some M-2 zoning is in the old City limits on the east side of town, we would have 300 to 400 acers left in the M-1 zone of Light Industrial. I would suggest that we allow 200 acers or 8,712,000 square feet in cannabis business use.

Fiscal Impact:

It is estimated that the cannabis industry could bring the City \$300,000 - \$600,000 on the low side and \$1.8 million on the high side of annual income. The amount will raise over time and will depend how many licenses the Council allows and how many cannabis businesses come in.

Next Steps:

Staff needs to take the policy input of Council and redraft the ordinance. Once the tax is approved by the people, staff needs to work with the City Attorney to review the current draft and its many staff changes. We also need to revise all application forms from Arvin and weave them into a smooth application process.

Attachments:

1. Kern Council of Governments McFarland Annexation Area Map
2. McFarland Zoning- Review Map

TITLE 19 - MARIJUANA
CHAPTER – 19.04 COMMERCIAL CANNABIS ACTIVITY

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Section 19.04.010 - Purpose and Intent.

- (a) It is the purpose and intent of this Chapter to adopt local prohibitions and regulations applicable to commercial cannabis activity as may be permitted by the Medicinal and Adult-Use Cannabis Regulation and Safety Act and other applicable State law, as amended, pertaining to regulation of commercial cannabis and the use of land, in order to protect the City's neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter to regulate the cultivation, manufacturing and testing of cannabis and cannabis products in a manner which is responsible and which protects the health, safety, and welfare of the residents of the City, and to enforce rules and regulations consistent with applicable state law including, but not limited to, the Medicinal and Adult-Use Cannabis Regulation and Safety Act, the Adult Use of Marijuana Act, the Compassionate Use Act of 1996, and the Medical Marijuana Program Act. In furtherance of these objectives, this Chapter imposes an annual regulatory permit requirement, employee work permit requirements, and operating requirements applicable to persons who seek to own, operate, or engage in commercial cannabis businesses within the City as authorized under this Chapter or the McFarland Municipal Code. Nothing in this Chapter is intended to authorize any activity which is in violation of state or federal law. The provisions of this Chapter are in addition to the business license requirements applicable to business conducted in the City, and to all other applicable requirements of the McFarland Municipal Code.
- (b) Pursuant to Section 7 of Article XI of the California Constitution, the City is authorized to adopt ordinances that establish standards, requirements, and regulations for local licenses and permits for commercial cannabis activity. Any standards, requirements, and regulations regarding commercial cannabis activity, including health and safety, testing, laboratory operations and safety, security, and worker protections established by the State, or any of its agencies, departments, or divisions, shall be the minimum standards applicable in the City, and the provisions of this ordinance shall apply in addition thereto.

Section 19.04.020 - Definitions.

When used in this Chapter, the following terms shall have the meanings ascribed to them in this Section. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) "Building Official" means the Building Official for the City or his/her designee.
- (b) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. (c) "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake

made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. "Cannabis" also does not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. For the purpose of this Chapter, "Cannabis" does not mean industrial hemp as that term is defined by Section 11018.5 of the California Health and Safety Code.

- (c) "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health & Safety Code, or a drug, as defined by Section 109925 of the Health & Safety Code.
- (d) "Cannabis products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (e) "Chief of Police" means the Chief of Police for the McFarland Police Department or his/her designee.
- (f) "City Manager" means the City Manager for the City or his/her designee.
- (g) "Commercial cannabis activity" or "commercial cannabis business" includes cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale (including retail and wholesale) of cannabis or cannabis products conducted or engaged in by any person, except cultivation and possession of cannabis for personal use as governed by McFarland Municipal Code Chapter 8.29, Section 8.29.05 and/or as preempted by State law.
- (h) "Commercial cannabis permit" means a permit issued by the City pursuant to this Chapter to a commercial cannabis business.
- (i) "Cultivation" means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- (j) "Cultivation site" means a facility where cannabis is propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or where all or any combination of those activities occur.
- (k) "Day care center" means, as the term is understood in Business & Professions Code Section 26001(o), as may be amended, any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school age childcare centers.
- (l) "Delivery" means the commercial transfer of cannabis or cannabis products to a customer at the customer's home or other location remote from the premises of the commercial cannabis

business making the delivery and includes the use by a retailer of any technology platform. "Delivery" does not mean or include storefront sales.

- (m) "Distribution" means the procurement, sale and transport of cannabis and cannabis products between licensees.
- (n) "Distributor" means a licensee engaged in distribution.
- (o) "Edible cannabis product" means a cannabis product that is intended to be used, in whole or in part, for human consumption. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.
- (p) Employee – See (ee) Responsible Person.
- (q) "Fire Chief" means the Fire Chief for the City as designated by the Kern County Fire Department, or his or her designee.
- (r) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- (s) "Labeling" means any label or other written, printed, or graphic matter upon a cannabis product, upon its container or wrapper, or that accompanies any cannabis product.
- (t) "License" or "State License" means a license issued by the State of California, or one of its departments or divisions, pursuant to Division 10 of the California Business & Professions Code. "Licensee" means a person holding a State License.
- (u) "Live plants" means living cannabis flowers and plants, including seeds, sprouts, immature plants (including unrooted clones), and vegetative stage plants.
- (v) "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (w) "Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; "Manufacturer" includes the activity of manufacturing.
- (x) "Manufacturer 1" means a licensee that manufactures cannabis products using nonvolatile solvents, or no solvents.
- (y) "Manufacturer 2" means a licensee that manufactures cannabis products using volatile solvents.

- (z) "Nursery" means a licensee that produces only cannabis clones, immature cannabis plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.
- (aa) "Owner" means any person who has an ownership interest in a commercial cannabis business.
- (bb) "Package" means any container or receptacle used for holding cannabis or cannabis products.
- (cc) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, nonprofit organization, or any other group or combination acting as a unit and includes the plural as well as the singular.
- (dd) "Premises" means the designated structure or structures and the surrounding land that is owned, leased or otherwise held under the control of a commercial cannabis permit applicant or permittee where commercial cannabis activity will be or is conducted. This definition does not alter the meaning of the term "Premises" as utilized by the State of California for commercial cannabis licensing.
- (ee) "Responsible person" means any person who is responsible for, or who will oversee or participate in, the direction, control, management, or supervision of a commercial cannabis business.
- (ff) "Retailer" means a person who engages in the retail sale of cannabis or cannabis products to customers.
- (gg) "Sell," "sale" and "to sell" include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting and receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.
- (hh) "School" means, as the term is understood in Business & Professions Code Section 26054(b), as may be amended, a place of instruction in kindergarten or any grades 1 through 12.
- (ii) "State" means the State of California and all of its departments, divisions and agencies, including but not limited to the Bureau of Cannabis Control, the Department of Public Health, and the Department of Food and Agriculture.
- (jj) "Stacking" means cultivating cannabis plants on platforms or tables and stacking them in multiple layers on top of each other.
- (kk) "Storefront sales" means the retail sale of cannabis or cannabis products directly to customers from a storefront, dispensary, or other permanent building or structure, or in any manner that does not constitute delivery. "Storefront sales" does not include delivery

- (ll) "Testing Laboratory" means a laboratory, facility or entity that offers or performs tests of cannabis or cannabis products and that is both: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity; and (2) a State licensee.
- (mm) "Topical cannabis" means a cannabis product intended for external application. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.
- (nn) "Volatile solvent" means a solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.
- (oo) "Youth center" means, as the term is understood in Business & Professions Code Section 26001(av), as may be amended, any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 19.04.030 - Applicability to Personal Cannabis Activity.

This Chapter applies only to commercial cannabis activities. Except as otherwise provided by this Chapter, cultivation of cannabis for personal use is governed by Section 8.29.05.03 of the McFarland Municipal Code, as may be amended from time to time, and consumption of cannabis is governed by Section 8.29.05.06 of the McFarland Municipal Code, as may be amended from time to time. To the extent any provision of Chapter 8.29 of the McFarland Municipal Code conflicts with this Chapter, this Chapter shall govern.

Section 19.04.040 - Permitted Types of Commercial Cannabis Businesses

- (a) Commercial cannabis operations within the City, which comprise the activities of indoor cultivation, mixed-light cultivation, nursery cultivation, retailer (delivery only), manufacturer, testing laboratory, distributor, and microbusiness (other than storefront sales) are allowed subject to issuance and maintenance of the permits and entitlements set forth in Section 8.29.05.06(a), continuing compliance with this Chapter and all other applicable City and State laws and regulations, and issuance and maintenance of a valid and current State license of a classification listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:
 - 1. Type 1A = Cultivation; Specialty Indoor; Small.
 - 2. Type 1B = Cultivation; Specialty Mixed-Light; Small.
 - 3. Type 1C = Cultivation: Specialty Cottage; Small
 - 4. Type 2A = Cultivation; Indoor; Small.
 - 5. Type 2B = Cultivation; Mixed-Light; Small.
 - 6. Type 3A = Cultivation; Indoor; Medium.
 - 7. Type 3B = Cultivation; Mixed-Light; Medium.
 - 8. Type 4 = Cultivation; Nursery.
 - 9. Upon authorization by the State of California, Type 5A = Cultivation; Indoor; Large.

10. Upon authorization by the State of California, Type 5B = Cultivation; Mixed-Light; Large.
 11. Type 6 = Manufacturer 1.
 12. Type 7 = Manufacturer 2.
 13. Type N = Manufacturer (i.e. no extractions, pursuant to 17 CCR § 40118, as may be amended).
 14. Type P = Manufacturer (i.e. packaging and labeling only, pursuant to 17 CCR § 40118, as may be amended).
 15. Type 8 = Testing Laboratory.
 16. As authorized by California Code of Regulations, Type 9 = Non-Storefront Retailer (i.e. retail sales by delivery only, pursuant to 16 CCR § 5414, as may be amended).
 17. Type 10 = Retailer (subject to Section 8.29.050, i.e. delivery only).
 18. Type 10 = Store Front Retail. A storefront retailer has a physical location Where cannabis goods are sold. Store front retailers can also deliver cannabis goods.
 19. Type 11 = Distributor.
 20. Type 12 = Microbusiness (subject to Sections 8.29.05.04(c) and 8.29.050).
 21. Type 13 = Distributor (i.e. transport only, pursuant to 16 CCR § 5315, as may be amended)
- Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, as may be amended).
18. Commercial Cannabis types that may be established by the State of California and is determined by the City Manager to be in substantial compliance with this Chapter.

- (b) Any commercial cannabis activity not expressly authorized by this Chapter is prohibited.
- (c) The number of commercial cannabis permits authorizing the operation of a microbusiness requiring a Type-12 State License that may be active or valid in the City at any given time shall not exceed thirty-five (35) permits, or a lower number as may be established by the City Council.

Section 19.04.050 - Prohibited Types of Commercial Cannabis Businesses

- (a) Commercial cannabis businesses within the City which involve the activities of outdoor cultivation and storefront sales are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions Section 26050 and applicable State regulations:
 1. Type 1= Cultivation; Specialty Outdoor; Small.
 2. Type 2 = Cultivation; Outdoor; Small.
 3. Type 3= Cultivation; Outdoor; Medium.
 4. Type 5 = Cultivation; Outdoor; Large.

- (b) Except as otherwise expressly provided in this Chapter, the prohibition of subsection (a) includes any similar commercial cannabis activities authorized under new or revised State licenses, or any other State authorization, for any type, category, or classification of commercial cannabis activities which involve the above-referenced or similar activities or operations.
- (c) Consistent with Business & Professions Code Section 26080, nothing in this Chapter shall be interpreted to prohibit the use of the public roads of the City by a State licensee in the course of making cannabis deliveries to and from areas outside of the City.

Section 19.04.060 - Required Licenses and Permits.

- (a) It shall be unlawful to own, establish, operate, use, or allow the establishment or activity of a commercial cannabis business, or to participate in a commercial cannabis business as an employee, contractor, agent, volunteer, or in any manner or capacity, other than as provided in this Chapter and pursuant to the following:
 - 1. A valid and current commercial cannabis permit(s) issued by the City pursuant to this Chapter, and
 - 2. The equivalent State license(s) for such commercial cannabis business issued pursuant Division 10 of the Business & Professions Code, as may be amended, and
 - 3. Employee Badge pursuant to Section 8.29.05.09; and
 - 4. A valid City business license.
 - 5. Applicants do not need a conditional use permit (CUP).
- (b) The City Manager is hereby authorized to issue commercial cannabis permits on behalf of the City. The City Manager, or designee, in his or her sole discretion, may issue a commercial cannabis permit only upon confirming that the applicant to whom the permit is to be issued has satisfied all of the requirements of this Chapter and the other applicable provisions of the McFarland Municipal Code, as may be amended from time to time, any regulations promulgated pursuant to this Chapter, and any law or regulation enacted by the State of California or any department of the State governing commercial cannabis activities.
- (c) Commercial cannabis permits shall be governed by the following requirements and limitations:
 - 1. Commercial cannabis permits may only permit the types of cannabis activity expressly authorized by this Chapter.
 - 2. No commercial cannabis permit shall authorize public access to any commercial cannabis business. Only persons involved in the bona fide business activities of a commercial cannabis business shall be authorized to access the premises of a commercial cannabis business.
 - 3. Commercial cannabis businesses shall not employ or grant access to any individual who is under twenty-one (21) years of age.
 - 4. Each commercial cannabis permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance and must thereupon be renewed. Continued operation of a commercial cannabis business after expiration of a commercial cannabis permit shall be unlawful and a violation of this Chapter.

5. Prior to issuance of any commercial cannabis permit, each proposed commercial cannabis business shall be subject to the mandatory inspections provided by Section 8.29.05.15 and shall obtain all required permits or approvals which are otherwise required for the premises by applicable law, including, but not limited to, building permits, California Fire Code approvals, and planning-level permit(s) required by Title 17 Zoning of the McFarland Municipal Code. City Manager may issue a Conditional Commercial Cannabis Permit where the business is actively implementing conditions, obtaining clearances and licenses from local agencies and the state of California. Temporary Certificate of Occupancy may be issued by the Building Official where such occupancy is near completion of required improvements and where the Building Official and Fire Agency finds that no health and safety factors exists.
6. Consistent with Business and Professions Code Section 26053, a commercial cannabis business conducting multiple commercial cannabis activities shall obtain a commercial cannabis permit authorizing each type and location of commercial cannabis activity prior to engaging in that activity. A commercial cannabis business licensed by the State to conduct multiple commercial cannabis activities shall not receive a commercial cannabis permit authorizing any commercial cannabis activity within the City that is not expressly authorized by this Chapter. An applicant may be issued a commercial cannabis permit authorizing multiple different types of commercial cannabis activities as defined by applicable State license classifications, consistent with the requirements of Business and Professions Code Section 26053 and/or a Type 12 "Microbusiness" State license.
7. Revocation, termination, denial, non-issuance or suspension of a State license shall immediately and automatically terminate the commercial cannabis permit, and all commercial cannabis activity shall immediately cease. Upon reinstatement or receipt of a new State license, the commercial cannabis activity may file for a new permit from the City. While a new application for a commercial cannabis permit is pending, the applicant shall not engage in any commercial cannabis activity. Violations of this Section shall be grounds for denial of an application for a commercial cannabis permit and for the enforcement, penalties and cost recovery prescribed within Section 8.29.05.170 and any other applicable provisions of the McFarland Municipal Code.
8. The issuance of a commercial cannabis permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of any property.
9. A County Health Depart Permit shall be required of any cannabis business who produces or sales edible cannabis products.
10. A Commercial Cannabis business is not required to acquire a City conditional use permit to operate under this Chapter.

(d) Renewals of commercial cannabis permits shall be governed by the following requirements and limitations:

1. Applications for renewal of commercial cannabis permits shall be filed with the City Manager at least sixty (60) calendar days prior to the expiration date of the

permit and shall be subject to all requirements applicable to an application for initial issuance of a commercial cannabis permit.

2. An application for renewal of a commercial cannabis permit shall be denied if any of the following exists:
 - i. The application is filed less than sixty (60) calendar days before expiration of the commercial cannabis permit. Notwithstanding the foregoing, the City Manager, in his discretion, may accept an application filed between thirty (30) and sixty (60) days before expiration based upon a showing of good cause by the applicant for the late filing.
 - ii. The commercial cannabis permit, or any of the other entitlements required for the commercial cannabis to operate in compliance with this Chapter, is suspended or revoked at the time the application for renewal is submitted or is suspended or revoked while the application for renewal is pending.
 - iii. The commercial cannabis business or activity has not been in regular and continuous operation during the four (4) months prior to the submission of the application for renewal.
 - iv. The commercial cannabis business is in noncompliance with any provision of this Chapter, any regulation promulgated pursuant hereto, any other provision of the McFarland Municipal Code applicable to the commercial cannabis business, or any condition of approval of the commercial cannabis permit or any other entitlement issued by the City to the commercial cannabis business.
 - v. The applicant for renewal of the commercial cannabis permit has failed to obtain or renew any required State license or is in violation of any applicable provision of State law or any applicable State regulation.
 - vi. The applicant for renewal has failed to pay in full all fees, administrative fines, penalties and/or charges imposed by the City relating to the commercial cannabis business, unless assessment of the fees, administrative fines, penalties and/or charges are being appealed.
3. If a renewal application is denied, the applicant may file an appeal. The appeal must be in writing, must identify the grounds for reversing the denial, and must be submitted to the City Clerk within ten (10) days from the date of the denial. The appeal shall be conducted pursuant to Section 8.29.05.190(j). In the alternative, the applicant may file a wholly new application for a commercial cannabis permit pursuant to this Chapter. Upon expiration of the commercial cannabis permit and regardless of a pending appeal or new application for a commercial cannabis permit, all of the applicant's commercial cannabis activity shall immediately cease. Violations of this Section shall subject the violator to denial of the appeal or new application for a commercial cannabis permit and/or the enforcement, penalties and cost recovery mechanisms prescribed within this Chapter and/or the McFarland Municipal Code.
4. Any unpaid fees, administrative fines, penalties and/or costs imposed by the City relating to the commercial cannabis business shall be added to the fee for renewal of the commercial cannabis permit, unless assessment of the fees, administrative fines, penalties and/or costs are being appealed.

5. A commercial cannabis permit shall not be renewed until the City receives payment in full of the fee for the commercial cannabis permit renewal application. Said fee shall be governed by and subject to the provisions of Section 8.29.05.190(b), unless otherwise provided by resolution of the City Council.
- (e) Failure of a commercial cannabis business to obtain and maintain a valid City business license, and to remain in compliance with all applicable provisions and requirements of that license, shall constitute grounds for denial of an application for renewal of a commercial cannabis permit, suspension, or revocation of a current commercial cannabis permit.

Section 19.04.070 - Existing Commercial Cannabis Businesses.

Commercial cannabis businesses in existence in the City as of the date of adoption of this Chapter may continue to operate under the approved and issued Commercial Cannabis Permit and associated entitlements, Site Development Plan, Development Agreement, or may, upon its annual renewal, utilize this Chapter for permitting and compliance with the requirements of this Chapter. An unpermitted commercial cannabis business that can demonstrate to the City Manager's satisfaction that it is diligently applying to obtain the required permits and licenses, and that it is in good standing and otherwise in compliance with all applicable local and state laws and regulations, may, at the discretion of the City Manager, be temporarily permitted to continue its operations while its applications for the required permits and licenses are pending.

Section 19.04.080 - Security Measures.

- (a) A permitted commercial cannabis business, regardless of building type utilized, shall implement sufficient security measures to both deter and prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products at the premises. These security measures shall include, but shall not be limited to, all of the following, in addition to any other security measures deemed necessary by the City Manager or required pursuant to any regulations as may be promulgated by the City Manager in furtherance of the purposes of this Chapter:
1. Preventing persons from remaining on the premises of the commercial cannabis business if they are not engaging in bona fide business activity of the commercial cannabis business.
 2. Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
 3. Ensuring that live growing plants which are being cultivated are kept in a secured cultivation site, and that all cannabis and cannabis products are stored in a secured and locked room, safe, or vault at all times. All cannabis and cannabis products, including live plants which are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
 4. Installing twenty-four (24) hour security surveillance cameras with night vision capability and of at least 1080p HD-quality to monitor all entrances and exits to and from the premises and to monitor all interior spaces, excluding all restroom and changing room facilities, within the commercial cannabis business. The security surveillance system shall be compatible with software and hardware utilized by the McFarland Police Department and as approved by the Chief of Police or designee.

The security surveillance system shall be capable of providing the McFarland Police Department with remote real-time/live access to the video footage during emergency situations, including but not limited to armed robbery, active shooter, hostage, and exposure to hazardous or volatile substances. Video recordings shall be maintained for a minimum of forty-five (45) days. Upon request by the Chief of Police, video recordings will be provided to the McFarland Police Department within twenty-four (24) hours. If the commercial cannabis business refuses to provide the Chief of Police access to the real-time/live video feed or the requested video recordings, the City Attorney shall be authorized to seek reimbursement of all costs, including but not limited to court costs, attorney's fees, filing fees, administrative time and fees and employee time, incurred by the City while seeking a warrant and/or judicial intervention granting the requested access. The requirements of this Section shall be in addition to any other applicable provision of the McFarland Municipal Code.

5. Sensors shall be installed to detect entry and exit from all secure areas.
6. Panic buttons shall be installed in all commercial cannabis businesses. The panic alarms will ring to the Police Department or a private security firm, as determined by the City Manager.
7. A professionally installed, maintained, and monitored alarm system shall be maintained in an operable condition at all times.
8. Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building and shall be installed in compliance with all applicable requirements of the McFarland Municipal Code, California Building Code and California Fire Code.
9. Each commercial cannabis business shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage. All doors need to be compliant with fire code for emergency exiting in case of fire and fire personnel entering the building in case of an emergency. All cannabis businesses shall have a generator sufficient to run all security systems and minimal security lighting.
10. All security personnel to be hired or used by each commercial cannabis business shall be licensed by and in good standing with the State Bureau of Security and Investigative Services and shall obtain an Employee Badges pursuant to Section 8.29.05.09. At least one such security guard shall be on the premises of each commercial cannabis business during all operating hours. The City Manager may increase the number of security guards required to be on the premises of any commercial cannabis business as a condition of approval of any commercial cannabis permit application, if he or she deems such additional security guards necessary to adequately protect the premises based on the size or other characteristics of the commercial cannabis business or its premises.
11. Fencing shall be installed along the perimeter of the project site. Fencing location, design, and materials shall be approved by the City Manager or designee. Fencing shall be a minimum of 10'-0" with angled or electrified top. The Fire Department has a special permit for electrified fences. Materials shall be limited to wrought iron fencing, masonry, a combination of the two, or alternatives

subject to approval by the City Manager or their designee. All fencing shall have angled wrought iron topping or must be electrified. Electronic entry gates for automobiles and pedestrian shall be designed as noted above and the City Manager or designee shall have final approval. Fencing must be in place to the satisfaction of the City Manager or their designee as well as the Building Department prior to being eligible for a certificate of occupancy or a temporary certificate of occupancy.

12. Any portion of the fencing that is electrified shall comply with all State, Federal and Local laws, including, but not limited to, California Civil Code section 835 and any amendments thereto.
13. Developer must submit a detailed fencing plan to the City Engineer or their designee for approval. Plans may be included within a larger Civil Design Plan required for overall site development approval. At a minimum, the plans must show the layout of all proposed exterior fences with locations of gates for pedestrians and vehicles. Plans must also include typical sections, typical elevations, and details regarding hardware, materials, color, textures, and any additional information requested by the City Engineer upon review of a fencing plan. The use of existing fences must also be shown on the plans, detailed appropriately, and shall be subject to approval on a case-by-case basis by the City Engineer. City Engineer review shall be independent of any necessary review by the Building Department which the Developer must submit plans to for a separate permit following City Engineer approval.
14. The use of razor wire, barbed wire, or similar materials is strictly prohibited. In cases of masonry walls, all public facing sides must be covered in an approved anti-graffiti material or must have climbing vines attached to the walls which must be maintained over time to the satisfaction of the City Manager. In cases of wrought iron fences, the Developer may install an opaque cover to prevent the public from seeing into the site. In these cases, such a cover must also have an approved anti-graffiti coating. Any graffiti must be immediately removed by the Developer within 72 hours when notified by the City Manager or their designee regardless of when the graffiti first appeared. Similarly, any damage to the perimeter fencing must be immediately repaired within 72 hours when notified by the City Manager or their designee regardless of when the damage first appeared.
15. Approved colors and textures for public facing portions of fences are as follows unless otherwise approved by the City Manager or their designee:
 - Masonry: terra cotta; split faced
 - Wrought iron and opaque coverings: black or green; opaque covering to be metallic or durable plastic capable of withstanding substantial winds and must be UV and rust resistant.

- (b) Each commercial cannabis business shall provide the City Manager with the identity and contact information for a liaison who shall be reasonably available to meet and discuss compliance with the requirements of the McFarland Municipal Code, state law and/or any other laws and regulations applicable to the commercial cannabis business. The liaison from each cannabis business shall have a standing meeting with the City Manager every 90 days.

- (c) As part of the application and permitting process, each commercial cannabis business shall provide the City Manager with a detailed transportation plan describing the procedures for safely and securely transporting cannabis, cannabis products and/or currency.
- (d) A commercial cannabis business shall notify the Chief of Police within twenty-four (24) hours after discovering any of the following:
 - 1. Significant discrepancies identified in inventory. The level of significance may be determined by regulations promulgated by the City Manager.
 - 2. Diversion, theft, loss or any criminal activity involving the commercial cannabis business, an employee or any agent of the commercial cannabis business.
 - 3. The loss or unauthorized alteration of records referring or related to cannabis, cannabis products, employees or agents of the commercial cannabis business.
 - 4. Any other breach of security.
- (e) A commercial cannabis business shall notify the Chief of Police immediately after discovering any diversion, theft, loss or any criminal activity involving the commercial cannabis business, an employee or any agent of the commercial cannabis business.

Section 19.04.090 - Employee Badge Requirement.

Every employee or independent contractor working at or for a commercial cannabis business or involved in security, delivery or distribution, or other services for a commercial cannabis business shall obtain an employee badge pursuant to Title 4 Cal. Code Regulations Section 15043 or as may be amended. (§15043. Licensee Employee Badge Requirement. All agents, officers, or other persons acting for or employed by a licensee conducting retail sales or participating in a temporary cannabis event shall display a laminated or plastic-coated identification badge always issued by the licensee while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.).

Persons who are listed as commercial cannabis permit holders or owners thereof, who are subject to criminal history records checks pursuant to Section 8.29.05.240(k), shall be required to obtain an Employee Badge if such person also serves as an employee or contractor for the permit holder's commercial cannabis business.

Section 19.04.100 - Right to Occupy and to Use Property.

As a condition precedent to the City's issuance of a commercial cannabis permit pursuant to this Chapter, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location is leased from another person, the applicant for a permit under this Chapter shall provide a signed and notarized statement from the owner of the property to demonstrate the property owner has acknowledged and has consented to the operation of a commercial cannabis business on the property.

Section 19.04.110 - Location of Commercial Cannabis Business - Proximity to Sensitive Uses.

- (a) Commercial cannabis activity shall be authorized **within** the following zoning districts of the City: M-1 limited Manufacturing, M-2 Light Manufacturing, M-3 General Manufacturing, zoning districts. Commercial cannabis activity is prohibited in all other zoning districts of the City.
- (b) Notwithstanding subsection (a) of this Section, no commercial cannabis business shall be located within six hundred feet (600') from any school, day care center, youth center, public park, or public library ("Sensitive Uses"). Location distance separating Sensitive Uses, as described above, shall be measured from the exterior of the structure(s). Applicant shall prepare locational map verifying locational distance and shall certify that the structure locations meet the six hundred feet separation.
- (c) No commercial cannabis business may operate within any residential zoning district or area of the City.
- (d) A commercial cannabis business generally may not operate adjacent to, across a street or alley from, or within two hundred feet (200') of, any residential zoning district or area of the City. Location distance and/or separating commercial cannabis business, as described above, shall be measured from the exterior of the structure(s). Applicant shall prepare locational map verifying locational distance and shall certify that the structure locations meet the two hundred feet separation. However, if an existing building or facility in a City zoning district enumerated in subsection (a) is located adjacent to or across a street or alley from a residential zoning district or area of the City, a commercial cannabis business may be permitted to operate in such location if, in the opinion of City Manager, the operation of a commercial cannabis business in such location would not tend to cause a public nuisance, nor a situation which may result in repeated police department responses or a negative impact on the adjacent residential units or dwellings. Any subsequent expansion of a commercial cannabis business permitted to operate in such a location, which expansion requires a new or amended commercial cannabis permit, shall also be subject to a determination by the City Manager that the expansion would not tend to cause a public nuisance or a situation which may result in repeated police department responses or a negative impact on the adjacent residential units or dwellings.
- (e) Commercial cannabis businesses shall be required to comply with all zoning, land use, and development regulations applicable to the underlying zoning district in which they are permitted to establish and operate as set forth in Title 17 of the McFarland Municipal Code.
- (f) Any commercial cannabis business which has been determined by the City Manager to be an existing commercial cannabis business on the effective date of this Chapter shall be exempt from compliance with the limitations prescribed in this Section, unless such location is otherwise determined to constitute a public nuisance or otherwise a disturbance to the adjacent or neighboring uses as determined by the provisions of this Chapter.

Section 19.04.120 - Alcohol and Tobacco Restrictions.

- (a) In accordance with Business & Professions Code Section 26054, as may be amended, no commercial cannabis business shall cause or allow the sale (whether retail or wholesale) of alcoholic beverages or tobacco products on its premises.
- (b) No commercial cannabis business shall cause or allow alcoholic beverages to be dispensed or consumed on its premises.
- (c) No commercial cannabis business shall operate in a location that requires persons to pass through a business that sells alcohol or tobacco to access the premises of the commercial cannabis business, or that requires persons to pass through the premises of the commercial cannabis business to access a business that sells tobacco or alcohol.
- (d) No commercial cannabis business shall operate in a location that is adjacent to a business that sells alcoholic beverages at retail. Applicant shall certify that the commercial cannabis business/structure(s) is not adjacent to a business that sells alcoholic beverages at retail.

Section 19.04.130 - Concurrent Regulation with State.

It is the stated intent of this Chapter to regulate commercial cannabis activity in the City concurrently and consistently with State law. Except where an express provision of this Ordinance applies to create an obligation that is more stringent than the minimum standards established by State law, this Chapter shall be construed in accordance with that intent.

Section 19.04.140 - Compliance with Laws.

- (a) It shall be the responsibility of the commercial cannabis permit holder, including its owners and operators, to ensure that the permitted commercial cannabis business is, at all times, operating in compliance with all applicable state and local laws and regulations, as amended, and any conditions of approval of a State license or City-issued commercial cannabis permit or other entitlement.
- (b) Nothing in this Chapter shall be construed as an authorization of any action or conduct in violation of state law or local law with respect to the operation of a commercial cannabis business.
- (c) Nothing in this Chapter shall be construed as an authorization by the City, its elected or appointed officials, employees, agents, representatives and/or consultants, collectively or individually, of any conduct in violation of federal law.

Section 19.04.150 - Inspections and Enforcement.

- (a) No commercial cannabis business shall commence operation, and no commercial cannabis permit application shall be approved for any commercial cannabis business, unless and until:
 - 1. The City Manager, or designee, and Police Chief, or designee, have inspected the premises of the commercial cannabis business and reviewed all written procedures, standards and protocols developed by such business pursuant to this Chapter, and have confirmed in writing that the business is in compliance with all applicable requirements of this Chapter and other applicable provisions of the McFarland

Municipal Code, any applicable local regulations, and any applicable state laws, administration or enforcement of which is within their jurisdiction; and

2. The Fire Chief and Building Official have inspected the premises of the commercial cannabis business and reviewed all written procedures, standards and protocols developed by such business pursuant to this Chapter and have confirmed in writing that the premises are in compliance with the California Building Standards Code and the State Fire Marshal regulations, as adopted by the City, and all other applicable building and fire safety-related requirements, administration or enforcement of which is within their jurisdiction.
- (b) In addition to the initial permit inspections pursuant to subsection (a) and after permitted commercial cannabis business activities have commenced, the City Manager, the Building Official, the Police Chief, and the Fire Chief are authorized to conduct reasonable unannounced and suspicion less inspections of the interior and exterior premises of any commercial cannabis businesses at any time during regular business hours (generally eight (8:00) a.m. and seven (7:00) p.m., Monday through Sunday), for the purpose of ensuring compliance with this Chapter and applicable state law as specified in subsection (a).
1. If any member of the police department observes any activity that they believe may be suspicious, the Police Chief may order an immediate inspection of the grounds or building of a cannabis business. Members of the staff or night security team shall give immediate access to police personnel at any hour of the day or night.
- (c) Each commercial cannabis business shall be subject to two mandatory inspections conducted pursuant to subsection (b) per calendar year. Notwithstanding the foregoing, further inspections may be conducted at any time in response to complaints received by the City relating to violations on the premises of a commercial cannabis business.
- (d) During all inspections conducted pursuant to this Section, the inspecting officials are authorized to photograph and otherwise document the conditions on the premises, and to take such other measures as are reasonably necessary to ascertain whether the business is in compliance with this Chapter, subject to adherence to all HIPAA rights and all other applicable privacy rights unrelated to the purpose and intent of the inspection. Samples of cannabis and cannabis products may be temporarily taken from the commercial cannabis business and retained for the minimum time and to the minimum extent necessary to ascertain compliance with this Chapter, provided that any such samples shall be logged, recorded, and maintained in accordance with the McFarland Police Department standards for evidence.
- (e) For all inspections required by this Section (not including complaint-based inspections), inspection fees sufficient to cover the costs of such inspections shall be paid by each commercial cannabis business as part of such business' commercial cannabis permit application fees or annual permit fees.
- (f) Failure or refusal of a commercial cannabis business, or any owner, manager, employee or agent thereof, to grant access to the premises of the commercial cannabis business to facilitate any inspection pursuant to this Section shall constitute a violation of this Chapter

and shall constitute grounds for the City to obtain an inspection warrant to inspect the commercial cannabis business in accordance with State law.

- (g) All inspections shall be subject to adherence to applicable HIPAA rights and other applicable privacy rights unrelated to the purpose and intent of the inspections.
- (h) The requirements and remedies set forth in this Section shall be in addition to all other applicable provisions of the McFarland Municipal Code.

Section 19.04.106 - Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City without timely paying in full all fees, costs, penalties and charges required in connection with the establishment or operation of a commercial cannabis activity. Fees and charges associated with the establishment or operation of a commercial cannabis activity shall be set by resolution or ordinance of the City Council.
- (b) All commercial cannabis businesses operating pursuant to this Chapter shall pay any and all applicable sales, use, business or other taxes, and all license, registration, or other fees required pursuant to federal, state, and local law.
- (c) Commercial Cannabis Tax Revenues and Rates are established for Commercial Cannabis businesses in accordance with Title III Revenue and Finance, Chapter 3.19.
 - 1. Pursuant to Section 8.29.05.290(a), the City has limited the total square footage of Commercial Cannabis to 1,350,000 square feet,
 - 2. Pursuant to Section 8.29.05.04(c), the City has limited the Type 12 Microbusiness to a total of 35 business within the current City limits.
 - 3. Due to the limitation of square footage for commercial cannabis business, the applicant of and any assignee shall pay, upon approval of each Commercial Cannabis permit, a minimum sum of \$25,000.00 per quarter, regardless of operational status. The payment shall be paid within 10 days of the approval/conditional approval of a Commercial Cannabis permit.
 - i. Should the Commercial Cannabis business be operational, the minimum quarterly payment shall be credited toward that business's following quarter's tax liability.
 - ii. Should the Permit Holder fail to begin operations within two years of the first permit's issuance, payment of the quarterly \$25,000.00 minimum required payment shall not be refunded. The quarterly payment is required due to the limited square footage for Commercial Cannabis and is established as a deterrent against non-operational permit holders. The non-operation of permitted Commercial Cannabis establishments is determined to be detrimental to the health and welfare of the City.

Section 19.04.107 - Violations and Enforcement.

- (a) It is unlawful for any person to violate any provision of this Chapter.

- (b) Each and every violation of this Chapter constitutes a misdemeanor punishable in accordance with Chapter 1.08.010 of the McFarland Municipal Code.
- (c) Each and every violation of this Chapter constitutes a public nuisance which may be abated by the City pursuant to the McFarland Municipal Code.
- (d) Violations of this Chapter may be redressed by any and all applicable civil remedies available to the City, including but not limited to civil actions for injunctive relief.
- (e) Violations of this Chapter are subject to all applicable administrative remedies under the McFarland Municipal Code, including but not limited to issuance of administrative citations. Notwithstanding the foregoing, the administrative citation penalty for all violations of this Chapter, within a rolling twelve (12) month period, shall be as follows: one thousand dollars and no cents (\$1,000.00) per violation.
- (f) Any person that violates any provision of this Chapter shall be guilty of a separate offense for each and every day during any portion of which the violation exists. and shall be penalized pursuant to this Chapter and the applicable provisions of the McFarland Municipal Code.
- (g) The remedies set forth in this Section are cumulative of each other and of any other legal remedies available at law.
- (h) The City Manager may suspend or revoke a commercial cannabis permit when the permit holder or anyone acting on its behalf has committed any of the following acts or maintained any of the following conditions:
 - 1. Any action or condition which would constitute grounds for denial of a commercial cannabis permit.
 - 2. Any violation of this Chapter, the McFarland Municipal Code, any applicable state law governing the commercial cannabis business or activity, or any applicable condition of approval of the commercial cannabis permit or any other entitlement pertaining to the operation of the commercial cannabis business.
- (i) Prior to suspending or revoking a commercial cannabis permit, the City Manager shall conduct a hearing. Written notice of the hearing shall be provided to the permit holder at least five (5) calendar days prior to the hearing. The notice shall contain the basis for suspending or revoking the commercial cannabis permit. Notice may be provided by either personal service, U.S. mail and/or posting or depositing the notice at the commercial cannabis business. After the hearing, the City Manager shall provide notice of the decision whether to suspend or revoke the commercial cannabis permit in the same manner applicable to the notice of hearing. The decision of the City Manager shall be final, subject to judicial review pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6 within ninety (90) calendar days of the date of the decision. The commercial cannabis permit holder has no right to an administrative appeal of the decision.

- (j) The City Manager may immediately suspend a commercial cannabis permit without notice or hearing, subject to a subsequent hearing prior to reinstatement or revocation pursuant to subsection (i), under the following circumstances:
 - 1. The commercial cannabis permit holder is convicted of a public offense in any court for the violation of any law which would be grounds for denial of a commercial cannabis permit.
 - 2. The City Manager, Chief of Police, Fire Chief or any other authorized public safety or building official determines that immediate suspension is necessary to protect the public health, safety and welfare of the community. The City Manager shall provide notice of the grounds for immediate suspension of the commercial cannabis permit, and the suspension shall only be for as long as reasonably necessary to address the grounds which led to the suspension.

Section 19.04.180 - Limitations on City's Liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a commercial cannabis permit or otherwise approving the operation of any commercial cannabis business pursuant to this Chapter. As a condition of approval of any commercial cannabis permit issued pursuant to this Chapter, the person to which a commercial cannabis permit is issued shall be required to meet all of the following conditions:

- (a) Execute an agreement indemnifying, defending (at its sole cost and expense), and holding the City and its officers, employees, representatives, and agents harmless from any and all claims, losses, damages, injuries or liabilities associated with permitting or approving the operation of a commercial cannabis activity or the operation thereof or associated with the commercial cannabis business or its members' violation of any federal, state or local laws.
- (b) Maintain insurance at coverages, limits, and with conditions thereon determined necessary by the City Manager, in consultation with the City Attorney. Commercial General Liability insurance shall be maintained at all times with coverage limits that meet or exceed one million dollars (\$1,000,000.00) per occurrence and in the aggregate. In the alternative to maintaining Commercial General Liability insurance, a commercial cannabis permit holder may post a bond, in a form subject to approval by the City Attorney, with the City in the minimum amount of one million dollars (\$1,000,000.00). The City Manager may, in his or her sole discretion, increase the minimum bond amount required by a commercial cannabis permit holder.
- (c) Reimburse the City for any and all costs and expenses, including attorneys' fees and costs and court costs, that the City may be required to pay as a result of any legal challenge related to the City's approval of a commercial cannabis permit pursuant to this Chapter or the City's approval of the operation of a commercial cannabis activity. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the obligations imposed under this Section.

The City may revoke a commercial cannabis permit for failure to maintain the required insurance or bond. The City may provide a commercial cannabis permit holder with written notice of its intent to revoke the commercial cannabis permit and for failure to maintain the required insurance

or bond. Within seven (7) calendar days from the date upon the notice of intent to terminate, a commercial cannabis permit holder shall tender to the City proof that it has obtained the required insurance or posted the required bond. If a commercial cannabis permit holder fails to timely provide proof of the required insurance or bond to the City, the commercial cannabis permit shall be revoked, and the commercial cannabis permit holder shall immediately cease all commercial cannabis business activities. Failure to immediately cease all commercial cannabis business activities shall subject the commercial cannabis permit holder to the penalties, enforcement and cost recovery provisions established within the McFarland Municipal Code and any other legal remedies available to the City.

Section 19.04.190 - Commercial Cannabis Permit Application Procedures and Requirements.

- (a) In addition to the authority granted pursuant to the express provisions of this Section and Chapter, to the extent consistent with this Chapter and other applicable law, the City Council may by resolution adopt such fees, and the City Manager may adopt such forms and procedures, as are necessary to implement this Chapter with respect to the review, processing, evaluation, selection, investigation, approval, denial, renewal, suspension, and revocation of commercial cannabis permits and related appeals.
- (b) The owner of a proposed commercial cannabis operation shall file an application with the City Manager upon a form provided by the City and shall pay an application filing fee as established by resolution of the City Council, as may be amended from time to time. The fee may be established as a trust deposit for actual costs. The fee, or the initial trust deposit, shall be in an amount the City Manager estimates will cover the costs of reviewing and processing the application. If a trust deposit-based fee is established, it shall be used and drawn upon as a retainer to cover the actual costs incurred by the City. If the initial amount of the trust deposit is not sufficient, the applicant shall provide additional amounts as necessary within thirty (30) days of a request from the City. If the applicant fails to do so, application review and processing shall cease and shall not continue until such additional amounts are paid.
- (c) Each commercial cannabis permit application shall contain, at minimum, the following:
 - 1. The printed full name, signature, date of birth, social security number, a color photocopy of the California Driver's license or equivalent form of identification approved by the City Manager, and current address and telephone number of all owners of and responsible persons for the commercial cannabis business that is the subject of the application.
 - 2. Signed consent of each owner and responsible person, who is identified pursuant to subsection (c)(1) and who is not required to obtain an employee badge pursuant to Section 8.29.05.090, to a fingerprint-based state and federal criminal history records check conducted by the City or an agency authorized or requested to do so by the City, including but not limited to fingerprint analysis conducted utilizing the California Department of Justice Live Scan system or any other system deemed necessary or appropriate in the discretion of the City Manager.
 - 3. The address of the commercial cannabis business to which correspondence from the City is to be sent, if other than the permitted premises.

4. The names and addresses of all businesses operated by, and the employment of, the applicant and its owners for the five (5) years immediately preceding the date of the application.
5. Any litigation in which the applicant(s) has been involved within the five (5) years immediately preceding the date of the application and a statement of whether any business currently operated by the applicant(s) or operated by the applicant(s) within the five (5) years immediately preceding the date of the application has been investigated or the permit or license authorizing the operation of such business has been revoked or suspended within the five (5) years immediately preceding the date of the application.
6. The address of any commercial cannabis business currently being operated by the applicant or any of its owners, or which has been previously operated by any of them.
7. The existing and/or anticipated supply sources and product supply chain for all cannabis and cannabis products entering and leaving the commercial cannabis business, including the site(s) where cultivation occurs, where the cannabis or cannabis products are processed or manufactured, where any required testing of cannabis or cannabis products occurs, and distribution information. Packaging and labelling information and criteria, demonstrating compliance with Section 8.29.05.240(w), shall also be included.
8. Odor control devices and techniques demonstrating compliance with Section 8.29.05.240(i), sufficient to prevent odors from cannabis from being detectable off of the premises.
9. Procedures for safety and adequately identifying, storing, managing, and disposing of all litter, waste, hazardous materials, contaminants, or adulterated, deteriorated or excess cannabis or cannabis products or byproducts of the commercial cannabis business, and demonstrating compliance with Section 8.29.05.240(t).
10. Information reflecting adequate capitalization of the commercial cannabis business.
11. Procedures for inventory control to prevent diversion of cannabis and cannabis product, employee screening, storage of cannabis and cannabis product, personnel policies, and record-keeping procedures.
12. A detail of the operating procedures to be utilized at the facility, including a description of how chemicals and fertilizers will be stored, handled, used and disposed of, manufacturing methods, the transportation process, inventory procedures, and quality control procedures.
13. A site plan and floor plan of the premises of the commercial cannabis business denoting the property lines and the layout of all structures and areas of the commercial cannabis business including storage, cultivation, manufacturing, testing, distributing, reception or waiting areas, and all ancillary support spaces, and the relationship of the facility to adjacent properties and land uses, indicating compliance with the California Building Standards Code and Title 17 of the McFarland Municipal Code.
14. A plan for the proposed signage at the site, including size, height, colors and design of all signage, demonstrating compliance with Section 8.29.05.240(g). A City sign permit issued pursuant to applicable provisions of the McFarland Municipal Code shall be required.

15. A security plan satisfactorily addressing all required security measures identified in Section 8.29.05.080 and lighting as required by Section 8.29.05.240(x).
16. Standard operating procedures detailing how operations will comply with state and local regulations, how safety and quality of products will be ensured, record-keeping procedures for financing, testing, and adverse event recording, and product recall procedures.
17. Proposed days and hours of operation.
18. Recycling and waste disposal procedures reflecting, to the extent practicable, efficiency and conservation of materials and resources used in the commercial cannabis business.
19. Youth access restriction procedures demonstrating compliance with Section 8.29.05.240(h).
20. A transportation plan providing procedures for safely and securely transporting all cannabis, cannabis products and currency to and from the premises.
21. A detailed description of energy and water usage plan enumerating best practices and leading industry practices in efficient utilization of both resources.
22. Evidence of compliance with all applicable insurance-related requirements of this Chapter and State law, including but not limited to Section 8.29.05.180. Endorsements reflecting the City's status as an additional insured on all required policies shall also be included.
23. A copy of the valid and current City business license held by the applicant.
24. A copy of the valid and current seller's permit issued by the California Department of Tax and Fee Administration (formerly the Board of Equalization) to the applicant, or confirmation from said agency that a seller's permit is not required. If a seller's permit is required but the applicant has not yet received it, an attestation that the applicant is currently applying for a seller's permit shall suffice, provided that a copy of the permit shall be provided to the City immediately upon being obtained by the applicant, and the applicant shall not commence activities for which a seller's permit is required until it is obtained.
25. Identification of any and all other licenses and permits currently or formerly held by the applicant, and any other applications pending review for the applicant, relating to commercial cannabis activities, from any licensing or permitting authority, and specific identification of any licenses or permits denied to, suspended for, or revoked from the applicant.
26. Signed acknowledgment of the requirements of this Chapter, including biannual inspections as established within Section 8.29.05.150.
27. Signed authorization for the City Manager to seek verification of the information contained in the application.
28. A signed statement by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
29. Any other information deemed necessary by the City Manager.

(d) A commercial cannabis permit application may be denied based upon any of the following grounds:

1. The applicant has been issued a state or local permit or license to conduct commercial cannabis activities (in California or another state) and the permit or

license has been suspended or revoked, or the applicant has otherwise been sanctioned or subjected to administrative disciplinary action relating to the permit or license by any licensing or permitting authority, or the applicant has been involved in a cannabis business that was ordered closed by a civil injunction or other court order based on a violation of law.

2. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, has been convicted of a serious or violent offense as listed within California Penal Code Sections 667.5 and 1192.7(c), or the applicant has been convicted of any other offense listed within Business and Professions Code Section 26057.
3. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, has been convicted of a misdemeanor involving theft, dishonesty, fraud, narcotics sales or narcotic trafficking within the five (5) years preceding the date of the application.
4. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, has been convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined within the Federal Controlled Substance Act, unless the applicant received a Certificate of Rehabilitation as defined in that Act, within the ten (10) years preceding the date of the application.
5. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, has engaged in misconduct related to the ownership, qualifications, functions or duties of their position with the commercial cannabis business.
6. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, has engaged in unlawful, fraudulent, unfair, or deceptive business practices as defined by the McFarland Municipal Code and/or state or federal law.
7. The applicant, or any owner or responsible person of the commercial cannabis business that is the subject of the application, is under the age of twenty-one (21).
8. The applicant has violated or failed to comply with any of the requirements of this Chapter or other applicable state or local laws or regulations, or any condition of any entitlement issued to the commercial cannabis business, as determined by the City Manager.

A conviction within the meaning of this Chapter means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

This Section shall not constitute an exhaustive list of grounds for denial of a commercial cannabis application. The City Manager may promulgate regulations identifying additional grounds for denial.

- (e) The City Manager shall review each application to determine whether it contains all of the required information. If the application does not contain all of the required information, it shall be returned to the applicant for completion. The City Manager shall endeavor to conclude his or her review within ninety (90) days of the filing of the application. If

additional time is necessary, the City Manager will advise the applicant of an estimated review time.

- (f) In reviewing an application for a commercial cannabis permit, the City Manager may request whatever additional information is deemed necessary to determine whether the application meets the requirements of this Chapter or other applicable local laws or regulations.
- (g) The City Manager shall have the authority to either approve or deny the application for a commercial cannabis permit. The City Manager shall approve the application if and only if it meets all applicable requirements of this Chapter. Notwithstanding any other provision of this Chapter, the City Manager, when approving a commercial cannabis permit, may place any additional limitations and conditions on the operation of a commercial cannabis business as he or she deems necessary, consistent with the with this Chapter and any regulations promulgated pursuant hereto.
- (h) Payment of an annual commercial cannabis permit fee, in an amount set by resolution of the City Council sufficient to cover the City's annual costs of administering the mandatory regulatory functions of this Ordinance in regard to the permitted commercial cannabis business, including but not limited to inspections, audits and investigations, shall be required before issuance or renewal of any commercial cannabis permit pursuant to this Chapter. The fee may be established as a trust deposit for actual costs. The fee, or initial trust deposit, shall be in an amount the City Manager estimates will cover the City's annual costs as described in this paragraph. If a trust deposit-based fee is established, the trust deposit shall be used and drawn upon as a retainer to cover the actual costs incurred by the City. If the initial amount is not sufficient, the applicant shall provide additional amounts as necessary upon request from the City. Failure to pay such additional amounts within thirty (30) days of a request by the City shall constitute a violation of this Ordinance and grounds for denial, non-renewal or revocation of the subject commercial cannabis permit.
- (i) When an application is denied, the City Manager shall provide a statement of decision giving the reasons for the denial and the findings upon which the decision is based. Notice of the denial may be provided by either personal service or U.S. mail. Notice is presumed to be served upon the applicant once deposit into the U.S. mail. Any person denied a commercial cannabis permit shall have the right to appeal such denial in accordance with this Section.
- (j) Any appeal of a denial of an application shall be filed and conducted as prescribed in this subsection.
 - 1. Within ten (10) calendar days from the date of the denial of an application, the aggrieved party may appeal such action by filing with the City Clerk a written appeal setting forth the grounds for reversing the denial. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived. Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed.

2. Upon receipt of such written appeal, the City Clerk shall set the matter for a hearing before the City Manager. The hearing shall be conducted pursuant to the following procedures:
 - i. All hearings shall be recorded. Any party may, at their sole expense, have the hearing transcribed by a certified shorthand reporter.
 - ii. Hearings need not be conducted according to the technical rules of evidence.
 - iii. Any relevant evidence shall be admitted, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.
 - iv. Oral evidence shall be taken only on oath or affirmation. The City Manager shall have the power to administer oaths.
 - v. Irrelevant and unduly repetitious evidence shall be excluded.
 - vi. Each party shall have the right to: call and examine witnesses on any matter relevant to the issues of the hearing; introduce documentary and physical evidence; cross-examine opposing witnesses on any matter relevant to the issues of the hearing, subject to the control of the City Manager, including the imposition of reasonable alternatives to cross-examination; impeach any witness regardless of which party first called the witness to testify; rebut the evidence; and be represented by anyone who is lawfully permitted to do so.
 - vii. The City Manager may take official notice, either during the hearing or after submission of the matter for decision, of any fact which may be judicially noticed by the courts of this state or of official records, regulations, rules, and decisions of state and local agencies, boards and departments and of City ordinances. In addition, the City Manager may take official notice of matters in its own files and of prior proceedings under this chapter involving the same issues. If applicable, the City Manager may also take official notice of any generally accepted technical or scientific matter within their expertise. The parties present at the hearing shall be informed of the matters to be noticed, and those matters should be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, and
 - viii. The City Manager may provide for reasonable continuances of the hearing, on his/her own initiative or at the request of a party, as necessary to properly conduct the appeal.

The hearing shall be set for hearing in a reasonable time after the date of filing the appeal with the City Clerk, but in no event later than ninety (90) days from the date of such filing. At least ten (10) days prior to the date of the hearing on the appeal, the City shall notify the appellant of the time and the place of the hearing. Notice may be provided by either personal service or U.S. mail. Notice is presumed to be served upon deposit into the U.S. mail.

3. At the conclusion of the hearing, the City Manager shall deliberate and reach a decision within fifteen (15) calendar days. The decision and the reason(s) for the decision shall be reduced to writing. The City Manager may affirm, reverse, or

modify the denial issued pursuant to this Code as the facts and law warrant, subject to the following limitations:

- i. The City Manager shall not have authority to waive any requirements of the McFarland Municipal Code or other applicable law.
- ii. Nothing in these procedures shall be deemed to authorize the City Manager to deviate from unambiguous provisions of the governing code or statute, or well-established interpretations of the same, based upon expert opinions or other reliable evidence.

A copy of the decision shall be sent by mail or otherwise to the appellant. Where known, a copy may also be provided by email.

4. The decision of the City Manager shall be subject to a further administrative appeal to the Planning Commission, which shall be conducted in accordance with the procedures and requirements applicable to the appeal to the City Manager pursuant to this subsection. The decision of the Planning Commission shall be subject to further administrative appeal to the City Council, which shall be conducted in accordance with the procedures and requirements applicable to the appeal to the City Manager pursuant to this subsection.
5. The decision of the City Council on the appeal shall constitute a final administrative decision. The appellant may thereafter file a petition for writ of mandate in superior court pursuant to Code of Civil Procedure Section 1094.5 and 1094.6 within ninety (90) calendar days of the date of the decision.

Section 19.04.200 Development Agreement.

A qualified applicant, pursuant to subsection (b) of this Section, may apply to enter into a development agreement with the City pertaining to a commercial cannabis operation. The provisions of this Section shall apply to such applications.

(a) Content and Procedures.

- (1) Development agreements entered into pursuant to this Chapter shall set forth the terms and conditions under which the commercial cannabis business will operate that are in addition to the requirements of this Chapter, including, but not limited to, public outreach and education, community benefit, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the City.
- (2) The procedures for commercial cannabis development agreements shall comply with this Chapter, Chapter 16.40 of the McFarland Municipal Code, and Article 2.5 of Chapter 4 of Division 1 of Title 7 of the California Government Code. To the extent there is a conflict between this Chapter and Chapter 16.40 of the McFarland Municipal Code with respect to a development agreement for a commercial cannabis business, this Chapter shall govern.

(b) Qualified Applicant. Development agreements are for substantial development projects, often requiring an investment in infrastructure and/or improvements,

payment of development impact fees, and contribution of non-restricted funds that benefit the community. Such agreements are special contracts to be negotiated with property owners or those with an interest in the land. A qualified applicant is a person who meets all of the following criteria, with satisfaction of each criterion to be determined in the sole discretion of the City Manager:

- (1) The applicant has a pending or approved application for a commercial cannabis permit on file with the City pertaining to the real property that will be subject to the development agreement.
- (2) The applicant holds a legal or equitable interest in the real property that will be the site of the commercial cannabis business. If the applicant does not own the property, the applicant must have a legal right to purchase or develop the property and/or notarized written consent from the owner of the property to operate a commercial cannabis business on the property and to enter into a development agreement with the City pertaining to the property.

(c) Filing Requirements.

- (1) Only a qualified applicant may file an application to enter into a development agreement. An applicant shall provide, to the satisfaction of the City Manager, written proof of meeting the criteria in subsection (b) above, as well as proof of the authority of any agent or representative to act for the applicant.
- (2) The City Manager shall prescribe the form for each application, notice and documents provided for or required under this Section for the preparation and implementation of development agreements. The applicant shall complete and submit such an application form to the City Manager, along with a deposit for the estimated direct and indirect costs of processing the development agreement. Each applicant pursuant to this Section shall be required to pay a development agreement application fee, in an amount established by resolution of the City Council, sufficient to cover the City's costs of review and processing of the development agreement application pursuant to this Section. The fee may be established as a trust deposit for actual costs. The fee, or the initial trust deposit, shall be in an amount the City Manager estimates will cover the costs of reviewing and processing the application. If a trust deposit-based fee is established, the trust deposit shall be used and drawn upon as a retainer to cover the actual costs incurred by the City. If the initial trust deposit is not sufficient, the applicant shall provide additional amounts as necessary within thirty (30) days upon of a request from the City. If the applicant fails to do so, the application review and processing shall cease and shall not continue until such additional amounts are paid.
- (3) The City Manager shall require an applicant to submit such information and supporting data as the City Manager considers necessary to process the application, including but not limited to a community benefit assessment to

evaluate the benefits the development agreement will provide to the community.

(d) Processing Requirements.

- (1) The City Manager shall endorse on the application the date it is received. An application or related document shall not be complete until an estimated deposit for the cost of processing has been paid to the City. The City Manager shall review the application and determine any additional requirements necessary to complete processing of the application. If within thirty (30) days of receiving the application the City Manager finds that all required information has not been submitted or the application is otherwise incomplete or inaccurate, the processing of the application and the running of any limits shall be suspended upon written notice to the applicant and a new thirty (30) day period shall commence once the required material is received by the City Manager.
- (2) If the City Manager finds that the application is complete, it shall be accepted for filing and the applicant so notified. After receiving the required information and determining that the application is complete, the City Manager shall prepare a staff report and recommendation to the Planning Commission and City Council stating whether or not the agreement as proposed or in an amended form would be consistent with policies of the City, this Chapter and any applicable general or specific plan. The City Attorney shall review the proposed development agreement as to legal form.
- (3) Notice of a hearing regarding the development agreement shall be given by the City Manager and shall comply with the requirements of Section 65867 of the California Government Code, as may be amended, as well as in the manner set forth in this Code.
- (4) The Planning Commission shall review the proposed development agreement and provide a recommendation to the City Council to approve, approve with modifications or deny the proposed development agreement. If the Planning Commission fails to take action within sixty (60) days of opening the hearing on the matter, such failure shall be deemed to have made a recommendation of denial to the City Council unless the applicant has requested an extension of time, either in writing or on the record, which has been approved by the Planning Commission prior to the running of the sixtieth day.
- (5) The proposed development agreement shall be set for hearing and consideration before the City Council within sixty (60) days of the recommendation of the Planning Commission, unless the applicant agrees in writing to an extension of time with the City Manager prior to the matter being heard by the City Council.

- (6) Within ten (10) calendar days after the City enters into any development agreement pursuant to this Section, the City Clerk shall have the agreement recorded with the County Recorder. If the parties to the agreement or their successors in interest amend or cancel the agreement as provided in Section 65868 of the California Government Code, or if the City terminates or modifies the agreement as provided in Section 65865.1 of the California Government Code for failure of the applicant to comply in good faith with the terms or conditions of the agreement, the City Clerk shall have notice of such action recorded with the County Recorder.
- (e) Findings and Development Agreement Conditions. After the City Council completes the public hearing, the City Council may not approve the development agreement unless it finds that the provisions of the agreement:
 - (1) Are consistent with the goals, objectives, and policies of the general plan and any applicable specific plan;
 - (2) Are compatible with the uses authorized in and the regulations prescribed by this Chapter, zoning district in which the activity is located, and area in which the real property is located;
 - (3) Will not be detrimental to the health, safety, environmental quality, and general welfare of the community;
 - (4) Will provide for or result in contributions, services or facilities that benefit the community, which may include, but are not limited to, public facilities, improvements, and services, parks, recreation and open space improvements, public art, youth sports programs, other public youth benefit programs, substance abuse awareness and recovery programs, and other public service programs.
 - (5) Will not adversely affect the orderly development of property or the preservation of property values;
 - (6) Provides for payment by the applicant of all costs associated with preparing and entering into the agreement; and
 - (7) Provides for a reasonable penalty for any violation of the development agreement.
- (f) Effectiveness of a development agreement pursuant to this Section shall be contingent upon issuance of a commercial cannabis permit and all other entitlements necessary to operate a commercial cannabis business on the subject property.
- (g) Modifications and Extensions.
 - (1) The provisions of Section 65868 of the California Government Code shall apply for all modifications, with the exception of Minor Modifications,

extensions or other amendments of the terms of a development agreement subject to this Chapter.

- (2) Either party may propose an amendment or termination of an approved development agreement subject to the following:
 - (i) The procedure for amending or terminating the development agreement is the same as the procedure for entering into an agreement in the first instance.
 - (ii) The development agreement may be amended or cancelled only by the mutual consent of the parties, as provided in Section 65868 of the California Government Code.
- (3) Nothing herein shall limit the City's ability to terminate or modify the agreement consistent with Section 65865.1 or 65865.3 of the California Government Code, or as may be amended.
- (4) Minor modifications to a Development Agreement may be authorized by the City Manager, upon consultation with the City Attorney.
- (5) The Development Agreement may necessitate further planning and development of the Project and may demonstrate that refinements and changes are appropriate with respect to the details and performance in implementing the Project under a Development Agreement. The Development Agreement may permit a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under a Development Agreement. A Minor Changes (as hereinafter defined) when found to be necessary or appropriate, a written request shall be submitted to the City Manager, unless otherwise required by federal, state or local ordinance and/or regulation, effectuate such changes or adjustments through administrative amendments executed by the City Manager or designee. Upon approval of a Minor Modification, it shall be attached as addenda and become a part of the Development Agreement. Minor Modifications shall be recorded with the Development Agreement.
- (6) The term "Minor Changes" collectively means:
 - (a) minor deviations to the Project Approvals that are permitted under the Existing City Requirements and are reasonably approved by the City Manager;
 - (b) a reduction in the parking ratio requirements for the Project under consistent with the McFarland Municipal Code, provided that (i) the reduction does not exceed ten percent (10%) of the Code requirement, and (ii) the reduction is approved by the City Manager, which approval shall not be unreasonably withheld or denied; or

- (c) such other changes, modifications or adjustments to the Project Approvals, which the City Manager determines are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, and which are consistent with the requirements of Chapter 8.29.05 of the McFarland Municipal Code and any commercial cannabis activity regulations or policies established by the City Manager.

(7) Assumption Agreement(s) - No Modification. An Assumption Agreement shall be subject to the terms of an approved Development Agreement. An Assumption Agreement shall not limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of an Assignor or Assignee under the DA, and in the event of any conflict between the terms and provisions of an Assumption Agreement and the terms and provisions of the DA, the terms and provisions of the DA shall control.

(8) In effecting any Minor Changes, the City shall cooperate with the Developer, provided that the permitted uses are not modified from those in the Project Approvals and any changes are in accordance with the Existing City Requirements. Minor Changes shall not be deemed to be an amendment to a Development Agreement under California Government Code section 65868 but are ministerial clarifications and adjustments, and unless otherwise required by law, no such administrative amendments shall require prior notice or hearing by the City Council. Any amendment or change requiring a environmental impact report, or a supplement thereto, pursuant to CEQA shall not be considered a Minor Change, but shall be considered substantive amendment which shall be reviewed and approved by the City Council as determined by the applicable provisions of the McFarland Municipal Code relating to the hearing and approval procedures for the specific Project Approval.

Section 19.04.210 - Records and Reporting.

- (a) Commercial cannabis operations shall maintain on the permitted premises the following records either in paper or electronic form:
 - 1. The full name, address, and telephone numbers of the owner and lessee of the property.
 - 2. The name, date of birth, address, and telephone number of each employee and independent contractor of the commercial cannabis operation; the date each was hired or retained; and the nature of each person's participation in the commercial cannabis business.
 - 3. Copies of all required state licenses.
 - 4. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including but not limited to cannabis that is sold, delivered, or distributed.

5. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including but not limited to cash and in-kind transactions.
 6. A copy of all insurance policies related to the operation of the commercial cannabis operation.
 7. A copy of the commercial cannabis operation's most recent year's financial statement and tax return.
 8. Proof of a valid and current permit issued by the City in accordance with this chapter, and the equivalent State of California license to operate the commercial cannabis business. Every commercial cannabis business shall display at all times during business hours the City permit issued pursuant to the provisions of this Chapter, and the equivalent State license, in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.
- (b) Subject to HIPAA rights and regulations unrelated to the purpose and intent of the inspection, each commercial cannabis business shall allow City officials, upon request, to inspect all books, accounts, records, information and data required to be maintained by the cannabis business pursuant to this Chapter or otherwise relevant to its permitted activities for the purpose of facilitating any inspection, audit or investigation deemed necessary by the City. Such records shall be produced within twenty-four (24) hours after receipt of the City's request.
- (c) By December 1 of each year, each commercial cannabis business shall file with the City Manager a complete audited report detailing its financial operations for the previous fiscal year, including its gross revenues, net profits, and total expenditures, which report shall be certified by an independent certified public accountant in accordance with generally accepted auditing and accounting principles. The report shall also include a discussion, analysis, and verification of each of the records required to be maintained pursuant to this Chapter. The information contained in the report shall be made available to the City in standard electronic format which shall be compatible with Microsoft Office programs and software and which can easily be imported into either Excel, Access or any other contemporary software designated by the City Manager, and shall be subject to audit by the City.
- (d) All records required by this Chapter shall be maintained by commercial cannabis businesses for a period of not less than seven (7) years, and commercial cannabis businesses shall maintain accurate records of all commercial cannabis activities. All such records shall be made available for immediate inspection by the City upon request consistent with California Business and Professions Code Section 26160.

Section 19.04.220 - Prohibition on Transfer of Commercial Cannabis Permits.

- (a) No commercial cannabis business shall operate under a commercial cannabis permit issued pursuant to this Chapter at any place or location other than that identified in the commercial cannabis permit.

- (b) Any permit issued pursuant to this Chapter shall be null and void upon sale or transfer of ownership of the commercial cannabis business.
- (c) Any attempt to transfer or any transfer of a commercial cannabis permit issued pursuant to this Chapter shall be void and the commercial cannabis permit shall be deemed immediately revoked and no longer of any force or effect.
- (d) Notwithstanding (a) or (b) above, the City Manager may conditionally approve a Commercial Cannabis Business permit transfer subject to the proposed transferee submittal of all required application materials (new Commercial Cannabis Permit), pays all applicable fees and charges, and independently meets the requirements of this Chapter. Prior to approval or conditional approval of a transfer, the existing Commercial Cannabis permit must have met all the applicable requirements. Before being eligible for a Commercial Cannabis Business permit transfer, the Commercial Cannabis Business must first have been operating the Cannabis Business for 12 months in the City and has followed all State and local cannabis regulations.

Section 19.04.230 - General Operating Requirements for Commercial Cannabis Businesses.

In addition to those operating requirements specifically set forth elsewhere in this Chapter and except as may otherwise be expressly set forth in this Chapter, the following operating requirements shall apply to all commercial cannabis businesses operating in the City:

- (a) Hours of Operation. Normal business hours for commercial cannabis businesses are eight (8:00) a.m. and seven (7:00) p.m., Monday through Sunday. Subject to the night-time operating restrictions applicable to deliveries set forth in Section 8.29.05.280, commercial cannabis businesses may operate outside normal business hours, provided that any business activity conducted outside of normal business hours shall be sensitive to surrounding land uses and occupants and shall not result in excessive light, noise or other impacts that could cause a nuisance to members of the surrounding community.
- (b) Restriction on Consumption. Cannabis shall not be consumed on the premises of any commercial cannabis businesses, except that medicinal cannabis may be consumed within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of the California Health & Safety Code, as stated in Section 8.29.05.06 of the McFarland Municipal Code.
- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the public right-of-way or other public area or any adjacent property. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale tracking system to track and to report on all aspects of the commercial cannabis business including, but not limited to, such matters as tracking of cannabis and cannabis products, inventory data, and gross sales (by weight and by sale price) and shall ensure that such information is compatible with the City's recordkeeping systems. The system must have the capability to produce historical transactional data for

review by the City. All information provided to the City pursuant to this subsection shall be confidential and shall not be disclosed, except as may otherwise be required under law.

- (e) All cannabis and cannabis products sold, cultivated, manufactured, delivered, distributed or tested shall be cultivated, manufactured, delivered, distributed or tested by State licensees that maintain operations in full conformance with the state and local laws and regulations.
- (f) Emergency Contact. Each commercial cannabis business shall provide the City Manager with the name and telephone number (office and mobile) of an on-site employee or owner to whom emergency notice can be provided on a 24-hour per day, 7-day per week basis.
- (g) Signage and Notices.
 - 1. In addition to the requirements otherwise set forth in this Section, business identification signage for a commercial cannabis business shall conform to the signage requirements of the McFarland Municipal Code, including, but not limited to, issuance of a City of McFarland sign permit.
 - 2. Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
 - 3. No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - 4. Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.
 - 5. Signage shall not be directly illuminated, internally or externally. No banners, flags or other prohibited signs may be used at any time.
- (h) Minors. Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business. It is unlawful and a violation of this Chapter for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age. The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
- (i) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected off the premises, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common

tenants or the public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment or any other equipment which the City Manager determines has the same or better effectiveness:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the commercial cannabis business's interior and exterior so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(j) Display of Commercial Cannabis Permit, State License and City Business License. The original copy of the commercial cannabis permit issued by the City pursuant to this Chapter, the required State license, and the business license issued by the City pursuant to the McFarland Municipal Code shall be posted inside the commercial cannabis business in a location readily visible to the public.

(k) Criminal History Records Check.

1. Every owner of each commercial cannabis business must submit to annual fingerprint-based state and federal criminal history records checks, conducted by the City or another agency authorized or requested to do so by the City, as an application requirement in connection with each application for issuance or renewal of a commercial cannabis permit for the commercial cannabis business.
2. The criminal history records check may be conducted utilizing the California Department of Justice Live Scan system or any other system deemed necessary or appropriate in the discretion of the City Manager. The City Manager is authorized to request subsequent notification service, if Live Scan is used, or an equivalent service, if another system is used, sufficient to obtain ongoing notifications of criminal offenses committed by owners of commercial cannabis businesses. In the event the City Manager does so, and such subsequent notification or equivalent service reveals a conviction or other conduct, such a conviction or other conduct shall constitute grounds for immediate suspension or revocation of the subject commercial cannabis permit.
3. Owners and responsible persons shall be disqualified from involvement with a commercial cannabis business where the results of a criminal history records check would constitute grounds for denial.
4. A fee for the City's costs of conducting the criminal history records check, as established by resolution of the City Council, shall be paid at the time the application for a commercial cannabis permit is submitted. The fee may be established as a trust deposit for actual costs. The fee, or the initial trust deposit, shall be in an amount the City Manager estimates will cover the costs of conducting the criminal history records check, including City review and processing services and any third-party fees. If a trust deposit-based fee is established, it shall be used and drawn upon as a retainer to cover the actual costs of such investigation. If the initial trust deposit is not sufficient, the applicant shall provide additional amounts as necessary within thirty (30) days of a request from the City. If the applicant fails

to do so, the investigation shall cease and shall not continue until such additional amounts are paid.

5. In the alternative to subsection (k)(4) above, the commercial cannabis business or the subject owner, may provide the City Manager with a completed criminal history records check performed by a third-party vendor, as deemed necessary or appropriate in the discretion of the City Manager. If this alternative is used, the fee established pursuant to subsection (k)(4) above shall not apply, except as may be necessary for the City to confirm the validity and the results of the records check used.
- (l) Upon completion of the investigation or in the event the applicant withdraws its application, any unused amount of any trust deposit made pursuant to this Chapter will be refunded to the applicant within thirty (30) days of request by the applicant.
 - (m) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering on the premises of the commercial cannabis business.
 - (n) Permits and other Approvals. Prior to the establishment or operation of any commercial cannabis business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.
 - (o) Greenhouses. Greenhouses may be utilized only for commercial cannabis cultivation businesses, including nurseries. Greenhouses used for cannabis cultivation shall be fully enclosed permanent structures with solid walls that are clad in an opaque material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that use a combination of natural and supplemental artificial lighting. The cultivation activities conducted within a greenhouse shall not be visible from any public right-of-way or adjacent private property. All greenhouses shall comply with the requirements of this Chapter and the McFarland Municipal Code, including the adopted requirements of the California Building Code, the California Fire Code and any other code adopted or incorporated by reference within the McFarland Municipal Code, as amended. Greenhouse must have a minimum of 2,000 square feet.
 - (p) No commercial cannabis business may store food grade alcohol or any other volatile chemical, solvent or substance in an amount which exceeds the maximum authorized amount determined by the Fire Chief. Subject to the foregoing, use of food grade alcohol solely for the purposes of cleaning machinery and dissolving wax, unless otherwise prohibited by the State, is allowed.
 - (q) Commercial cannabis businesses shall comply with all pesticide use requirements of local, state and federal law.

- (r) All weighing devices used by commercial cannabis businesses shall be maintained in compliance with local, state or federal law and applicable regulations regarding device registration with the Agricultural Commissioner.
- (s) Commercial cannabis businesses shall comply with all applicable provisions of the California Building Standards Code, as adopted or incorporated into the McFarland Municipal Code.
- (t) Commercial cannabis businesses shall comply with all local, state and federal laws and regulations and best practices applicable to storage and disposal of chemicals, solid waste, contaminants, hazardous materials, adulterated, deteriorated or excess cannabis and cannabis products, and all byproducts of the commercial cannabis business.
- (u) In no case shall any commercial cannabis business utilize any volatile solvents or other flammable, explosive or toxic substances to process or manufacture cannabis products in the City, except as expressly authorized pursuant to both a Type 7 State license and a City-issued commercial cannabis permit.
- (v) All food products, food storage facilities, food-related utensils, equipment and materials shall be approved, used, managed and handled in accordance to the provisions of the California Retail Food Code, California Health and Safety Code Sections 113700 through 114437. All food products shall be protected from contamination at all times, and all food handlers must be clean, in good health and free from communicable diseases.
- (w) All cannabis and cannabis products, prior to leaving any licensed premises for transfer to any retailer, shall be properly labeled and placed in resealable, tamper-evident, child-resistant packaging, shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products, and shall otherwise comply with applicable State laws, including Business and Professions Code Section 26120, and applicable State regulations, all as may be amended from time to time.
- (x) The premises of all commercial cannabis businesses shall have sufficient lighting such that all areas subject to monitoring by the security surveillance camera system shall be always visible to all cameras of the system.

Section 19.04.240 - Operating Requirements for Cultivation Businesses and Nurseries.

- (a) Outdoor commercial cultivation and outdoor nursery activity is prohibited.
- (b) If a commercial cannabis business includes nursery activities, only one nursery may be located on the premises of the commercial cannabis business, and the nursery activity must be permitted pursuant to this Chapter and State law.
- (c) Cannabis cultivation and nursery activity shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) In no case shall any hazardous, flammable or explosive substances be used to process or manufacture cannabis products on site, except as otherwise stated in this Chapter pertaining to food grade alcohol.
- (f) The cultivation of cannabis and any nursery activity shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (g) Stacking shall be allowed in a given structure only to the point that measuring the total canopy of each level of stacking is cumulatively no greater than the maximum canopy size allowed under State laws or regulations applicable to the State cultivation license held by the commercial cannabis business
- (h) All applicants for a commercial cannabis permit for cultivation or nursery activity shall submit the following, which shall be subject to approval by the City Manager prior to issuance of a commercial cannabis permit to the applicant, in addition to the information otherwise required for a commercial cannabis permit application:
 - 1. An operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, proper disposal of waste materials, and a description of the nursery or cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - 2. A description of a legal water source, irrigation plan, and projected water use.
 - 3. Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - 4. Plan for addressing odor and other public nuisances which may result from the nursery or cultivation site.

Section 19.04.250 Cannabis Manufacturing Business Operating Requirements.

- (a) Manufacturer 1 (Type 6) permittees shall utilize only manufacturing processes that are either solventless or that employ only nonflammable, nontoxic solvents that are generally recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 301 et seq.).
- (b) Manufacturer 2 (Type 7) permittees shall utilize only manufacturing processes that use solvents exclusively within a closed-loop system that meets all of the following requirements:

1. The system uses only solvents that are generally recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 301 et seq.).
 2. The system is designed to recapture and contain solvents during the manufacturing process, and otherwise prevent the off-gassing of solvents into the ambient atmosphere to mitigate the risks of ignition and explosion during the manufacturing process.
 3. A licensed engineer certifies that the system is commercially manufactured, safe for its intended use, and built to codes of recognized and generally accepted good engineering practices, including, but not limited to, the American Society of Mechanical Engineers (ASME), the American National Standards Institute (ANSI), Underwriters Laboratories (UL), the American Society for Testing and Materials (ASTM), or OSHA Nationally Recognized Testing Laboratories (NRTLs).
 4. The system has a certification document that contains the signature and stamp of a professional engineer and the serial number of the extraction unit being certified.
- (c) No compressed gases used in the manufacturing process shall be stored on the premises of any manufacturer in excess of the amount authorized by the Fire Chief
- (d) No manufacturer may engage in the retail sale, by delivery or otherwise, of any manufactured cannabis products, including edible cannabis products, on a retail basis in the City.
- (e) All cannabis products shall be properly packaged and labeled in accordance with Business & Professions Code Section 26120 and applicable State regulations before leaving the commercial cannabis manufacturing business. All edible cannabis products must be in an opaque (non-see-through) package.
- (f) Manufacturers shall comply with all applicable federal, State and local laws and regulations relating to manufacturing safety procedures.

Section 10.04.260 - Cannabis Testing Laboratory Operating Requirements.

- (a) Commercial cannabis testing laboratories (e.g. businesses requiring a Type 8 State license) shall comply with all applicable federal, state and local laws, regulations and/or guidelines governing testing procedures and safety measures.
- (b) Testing laboratories are prohibited from obtaining permits to engage in any commercial cannabis activity, except testing. A commercial cannabis business which holds a commercial cannabis permit for testing shall not be issued or hold any other commercial cannabis permit.
- (c) Testing laboratories shall not employ any individual who is also employed by any other State licensee that does not hold a Type 8 State license.
- (d) Testing laboratories must be accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity, and must provide proof of said

accreditation, to the satisfaction of the City Manager, as a prerequisite to obtaining a commercial cannabis permit authorizing testing of cannabis or cannabis products.

Section 19.04.270 - Cannabis Retail/Delivery Businesses Operating Requirements

- (a) Retail sales of cannabis and cannabis products in the City shall be conducted by delivery only.
- (b) All commercial cannabis businesses conducting deliveries shall have permitted premises in the City from which all deliveries to addresses in the City or outside of the City shall be conducted.
- (c) The premises of all commercial cannabis businesses that are permitted to conduct deliveries shall be closed to the general public at all times and shall be accessible only to employees and persons with a bona fide business or regulatory purpose for accessing the premises.
- (d) In accordance with Business & Professions Code Section 26070.1, cannabis or cannabis products purchased by a customer shall not leave the permitted premises of a retailer unless they are placed in an opaque package. Lake i
- (e) Retailers shall not accept, possess, or sell cannabis or cannabis products that are not packaged and labeled as they will be sold at final sale and in accordance with Business & Professions Code Section 26120, as may be amended. Retailers shall not package or label cannabis or cannabis products.
- (f) No employee or other person acting on behalf of a commercial cannabis operation permitted to conduct deliveries may possess or deliver more than \$3,000 worth of cannabis or cannabis products at any given time.
- (g) No delivery shall be made to any person other than the person who requested the delivery, except when the person requesting the delivery is a qualified patient and the person receiving the delivery is his or her primary caregiver, or vice versa.
- (h) Any person who is present on the permitted premises of a commercial cannabis business permitted to conduct deliveries who is not an employee, officer, agent, or representative of the retailer must sign in and wear a "visitor" identification badge at all times while on the premises.
- (i) Proof of the required State license and commercial cannabis permit, and a copy of all requests/orders for deliveries being conducted, shall be carried at all times in all vehicles being used to make deliveries, and shall be immediately available upon request from law enforcement officers.
- (j) Deliveries shall not be conducted between the hours of 11:00 p.m. and 7:00 a.m.

Section 19.04.280 - Total Area Devoted to Commercial Cannabis Businesses

- (a) No more than 200 acres or eight million, seven hundred and twelve thousand (8,712,000) square feet of area shall be permitted for use by commercial cannabis businesses in the City. Notwithstanding the foregoing, land annexed into the City after the date of enactment of this Chapter shall not be subject to, nor shall be counted toward, this restriction.
- (b) The square footage of premises of each permitted commercial cannabis business shall be a minimum of 2,000 square feet in area. A coexisting, Commercial Cannabis business, subtenant, may be located, with the City Manager or designee's approval or conditional approval, in a building area of less than 2,000 square feet where the Commercial Cannabis business is in conjunction with another approved Commercial Cannabis activity permitted in a building larger than 2,000 square feet.
- (c) Accessory Structures in Support of Commercial Cannabis Businesses may, at the City Manager's or designee approval or conditional approval, be authorized. The ratio of 1:1 square footage (Accessory Structure vs Commercial Cannabis Business) shall not exceed 25,000 square feet. (Example: Commercial Cannabis Business with 25,000 square feet may be authorized to have up to 25,000 square feet of Accessory Structures). All Accessory Structures shall be affixed to concrete foundations and must conform to the California Building Code (CBC), California Electrical Code (CEC) and American Mechanical Code (AMC). Accessory structures shall meet the requirements of Section 8.029.05.080 Security Measures and must have exterior lights around all four sides or appropriate detached lighting as approved by the City. Accessory structure(s) may be less than the minimum square footage as established in 8.029.05.290 (b). Accessory Structures shall be screened from public view – design of screening shall be at the discretion of the City Manager or designee. Accessory Structures square footage shall be included as established by Section 8.029.05.290 Total Area Devoted to Commercial Cannabis Businesses. Temporary buildings for a Non-Store Front Delivery license may be permitted by the City Manager or his designee. However, reasonable progress must be made on a permanent structure, or the license may be revoked. The permanent fencing requirements required by this chapter, for the site, shall apply to these temporary buildings.

Section 19.04.290 - Periodic Review by the City Council.

Upon request of the City Manager, the City Attorney and the Chief of Police shall report to the City Council with findings on the operation of any commercial cannabis business permitted pursuant to this Chapter and a recommendation as to whether the business should be permitted to continue operating for the remaining period of its commercial cannabis permit (in addition to whatever other recommendations may be made) and whether the City should renew the permit upon application for renewal. Any termination or revocation of a permit based on such findings shall be in accordance with the provisions of this Chapter.

Section 19.04.300 - Promulgation of Regulations and Standards.

The City Manager, in his or her discretion, is authorized to promulgate reasonable regulations as he or she deems necessary to implement procedures or requirements in furtherance of the purposes of this Chapter. Regulations promulgated by the City Manager shall have the same force and effect of law and shall become effective upon the date of approval and execution of such regulations by the City Manager.

Section 19.04.310 - Community Relations.

- (a) Each commercial cannabis business shall provide the City Manager with the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided.
- (b) The owner, manager, and community relations representative of a commercial cannabis permit holder operating in the City shall, upon request of the City Manager, meet to discuss costs, benefits, and other community issues resulting from implementation or application of this Chapter.

Section 19.04.320 - Unpaid Fees Deemed Debt to City.

The amount of any unpaid fee, cost or charge imposed pursuant to this Chapter shall be deemed a civil debt to the City that is recoverable in any court of competent jurisdiction.

Section 19.04.330 - Permit Holder Responsible for Violations.

Commercial cannabis permit holders shall be responsible for all violations of State or local laws or regulations, whether or not committed by the permit holder or any employee or agent of the permit holder, which occur in or on the premises of the commercial cannabis business, whether or not said violations occur within the permit holder's presence.

Section 19.04.340 – Effect on Other Ordinances

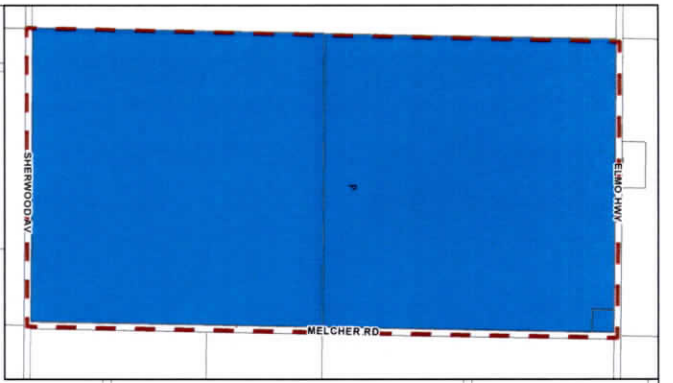
Except as designated in this chapter, the provisions of this chapter shall control for regulation of commercial cannabis businesses as defined herein if other provisions of the code conflict therewith. This chapter shall not, however, relieve any person of his or her duty to comply with such laws if additional obligations, duties, or prohibitions are imposed thereby.

Section 19.04.350 – Unlawful Businesses Prohibited

In no event shall any business license be granted for any use or activity that is illegal or unlawful under federal, state or city laws or regulations. No business license issued hereunder shall be construed as authorizing the conduct of or continuance of any illegal or unlawful business, or the furnishing, sale or provisioning of any service, good or product that is illegal under this code, the laws of the State of California, or the laws of the United States of America. Notwithstanding the foregoing, a business license may be granted for businesses permitted under this chapter, provided the applicant has complied with all provisions of this code and state law.

Section 19.04.360 – City Manager Designee

The City Manager may designate a staff member to be the City Manager's designee and act on some or all the City Manager decisions of this chapter.



McFarland Zoning - review map

City Limits

AD
A-1
R-1
R-2
R-3
R-4
M-P
C-2
R-1-C
P
PD
UK - UNKNOWN TYPE

