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

REGULAR MEETING
CITY COUNCIL CHAMBERS **January 12, 2023**
103 W. SHERWOOD AVE, MCFARLAND, CA **6:00 PM**

In Person Meeting

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

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

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:
Mayor, Saul Ayon
Vice Mayor, Ricardo Cano
Council Member/Board Member, Amador Ayon
Council Member/ Board Member, Anita Gonzalez
Council Member/Board Member, Vacant

INVOCATION

PLEDGE OF ALLEGIANCE

PET OF THE WEEK
Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Recognition Award Presented to Elias Cruz on Behalf of Mayor Saul Ayon
- Appreciation Award to Marias's Pizza on Behalf of Vice Mayor Ricardo Cano
- Recognition Award Presented to McFarland Police Officers Juan Estrada & Andrew Galvan

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 or Member from the Public requests to remove a particular item.

1. Approval of Expense Report in the Amount of $328,427.35 from November 30, 2022, to December 13, 2022.
2. Approval of Payroll Report in the Amount of $365,376.95 for the Month of December 2022.
3. Approval of Special Meeting Minutes of December 08, 2022.
4. Approval of Regular Meeting Minutes of December 22, 2022.
5. Approval of Regular meeting Minutes of December 08, 2022.
6. Resolution No. 2023- 0001, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR SPAY AND NEUTER.

PUBLIC HEARINGS

None

ADMINISTRATIVE AGENDA

7. Report, Discuss, and Possible Approval of Cannon's proposal for the Engineering Services to Update to the Sewer System Management Plan (SSMP).

8. Report, Discuss, and Possible Approval of Resolution No. 2023-0002, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE RECLASSIFICATION OF THE WASTEWATER TREATMENT PLANT OPERATOR IN TRANING TO WASTERWATER TREATMENT PLANT OPERATOR 1 AND AN APPROPRIATION OF AN ADDITIONAL ANNUAL SUM OF $5,383.66 FROM THE WASTEWATER FUND, TO FUND A RECOMMENDED HIGHER SALARY RANGE INCREASE FOR THE WASTEWATER TREATMENT PLANT OPERATOR 1 POSITION AT RANGE 09 STEP "F" AT $18.99/HOUR.

9. Report, Discuss, and Possible Approval of Resolution No. 2023- 0003, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE POLICY RELATING TO THE USE OF ROAD UNDULATIONS FOR TRAFFIC SPEED CONTROL ON PUBLIC STREETS.

10. Report, Discuss, and Possible Approval of Resolution No. 2023-0004, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7393 PHASE 1, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE.

11. Report, Discuss, and Possible Approval of Resolution No. 2023-0005, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE IMPROVEMENT AGREEMENT WITH LEORA, LLC FOR TRACT 7393 PHASE 1.

12. Report, Discussion, and Appointment of Councilmembers on Subcommittees and Special District Committees.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Delano Mosquito Abatement District (DMAD) –
b. Kern Council of Governments (KCOG)-
c. Kern Economic Development Corp. (KEDC) –
d. Kern County Association of Cities (KCAC) -
e. Poso Creek (IRWMP)-
f. Kern Local Agency Formation Commission (LAFCO) –

COUNCIL STATEMENTS AND REPORTS

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

CLOSED SESSION

1. Potential Litigation: Government Code Section 54957: One Case

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on January 09, 2023.

Francisca Alvarado, City Clerk

Kenneth Williams, City Manager/ Chief of Police

Next Meeting: Regular City Council January 26, 2023.

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.

All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.

City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 11/30/2022 - 12/13/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AAA Services - AAA Services					
AAA Services	INV0022668	12/07/2022	AAA Quality Services INC-155989	30-500-56800-0000-1	785.81
				Vendor AAA Services - AAA Services Total:	**785.81**
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	0157131	11/30/2022	Inv. 157131 11/19/22	01-150-52200-0000-1	41.40
				Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:	**41.40**
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0022581	12/01/2022	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0022582	12/01/2022	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0022583	12/01/2022	American Fidelity - Disability In...	01-22700-0000-1	200.64
American Fidelity	INV0022584	12/01/2022	Health FSA	01-22600-0000-1	14.40
American Fidelity	INV0022584	12/01/2022	Health FSA	30-22600-0000-1	2.41
American Fidelity	INV0022584	12/01/2022	Health FSA	32-22600-0000-1	2.42
American Fidelity	INV0022585	12/01/2022	Life 1	01-22900-0000-1	88.60
American Fidelity	INV0022586	12/01/2022	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0022596	12/01/2022	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0022607	12/01/2022	American Fidelity Accident 2* P...	30-22800-0000-1	15.41
American Fidelity	INV0022608	12/01/2022	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0022609	12/01/2022	American Fidelity - Disability In...	01-22700-0000-1	101.73
American Fidelity	INV0022609	12/01/2022	American Fidelity - Disability In...	30-22700-0000-1	88.41
American Fidelity	INV0022609	12/01/2022	American Fidelity - Disability In...	31-22700-0000-1	10.69
American Fidelity	INV0022609	12/01/2022	American Fidelity - Disability In...	32-22700-0000-1	45.82
American Fidelity	INV0022610	12/01/2022	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0022610	12/01/2022	Health FSA	32-22600-0000-1	25.00
American Fidelity	INV0022611	12/01/2022	Life 1	01-22900-0000-1	48.54
American Fidelity	INV0022611	12/01/2022	Life 1	30-22900-0000-1	64.61
American Fidelity	INV0022611	12/01/2022	Life 1	31-22900-0000-1	11.23
American Fidelity	INV0022611	12/01/2022	Life 1	32-22900-0000-1	34.21
American Fidelity	INV0022612	12/01/2022	Life 2	01-22900-0000-1	1.52
American Fidelity	INV0022612	12/01/2022	Life 2	30-22900-0000-1	21.68
American Fidelity	INV0022612	12/01/2022	Life 2	32-22900-0000-1	1.14
American Fidelity	INV0022613	12/01/2022	Life 3	01-22900-0000-1	1.40
American Fidelity	INV0022613	12/01/2022	Life 3	30-22900-0000-1	1.05
American Fidelity	INV0022613	12/01/2022	Life 3	32-22900-0000-1	1.03
American Fidelity	INV0022614	12/01/2022	Life 3	01-22900-0000-1	1.63
American Fidelity	INV0022614	12/01/2022	Life 3	30-22900-0000-1	1.23
American Fidelity	INV0022614	12/01/2022	Life 3	32-22900-0000-1	1.22
American Fidelity	INV0022615	12/01/2022	Life 3	01-22900-0000-1	1.36
American Fidelity	INV0022615	12/01/2022	Life 3	30-22900-0000-1	1.03
American Fidelity	INV0022615	12/01/2022	Life 3	32-22900-0000-1	1.00
American Fidelity	INV0022634	12/01/2022	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0022635	12/01/2022	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
				Vendor American Fidelity - American Fidelity Total:	**912.79**
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	287304246558x11102022	11/30/2022	287304246558x11102022 PW T...	01-180-57800-0000-1	44.13
At&t Mobility	287304246558x11102022	11/30/2022	287304246558x11102022 PW T...	20-200-57800-0000-1	8.83
At&t Mobility	287304246558x11102022	11/30/2022	287304246558x11102022 PW T...	30-500-57800-0000-1	110.94
At&t Mobility	287304246558x11102022	11/30/2022	287304246558x11102022 PW T...	32-510-57800-0000-1	105.91
At&t Mobility	287304246558x11102022	11/30/2022	287304246558x11102022 PW T...	34-520-57800-0000-1	44.13
				Vendor At&t Mobility - At&t Mobility Total:	**313.94**
Vendor: Auto Zone - Auto Zone					
Auto Zone	6270547666	11/30/2022	INV 6270547666 AutoZone	32-510-56600-0000-1	157.88
				Vendor Auto Zone - Auto Zone Total:	**157.88**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SHA-100-152 - Brandon Shankle					
Brandon Shankle	INV0022642	11/30/2022	Reimbursement - Lodging / M&...	01-150-52010-0000-1	3,865.64
				Vendor SHA-100-152 - Brandon Shankle Total:	**3,865.64**
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	BPI287475	11/30/2022	INV BPI287475 Brenntag Pacific,..	32-510-57400-0000-1	540.66
Brenntag Pacific Inc.	BPI288164	11/30/2022	INV BPI288164 Brenntag Pacific,..	32-510-57400-0000-1	701.15
Brenntag Pacific Inc.	BPI288165	11/30/2022	INV BPI288165 Brenntag Pacific,..	32-510-57400-0000-1	3,305.56
Brenntag Pacific Inc.	BPI290428	11/30/2022	INV BPI290428 Brenntag	32-510-57400-0000-1	1,791.62
Brenntag Pacific Inc.	INV BPI293004	12/07/2022	INV BPI293004 Chemchlor Sod ...	32-510-57400-0000-1	1,635.25
				Vendor Brenntag - Brenntag Pacific Inc. Total:	**7,974.24**
Vendor: WASCO VET - Brian L. Edick					
Brian L. Edick	INV0022666	12/07/2022	WASCO VET 10/19 10/20 11/3	01-155-51150-0000-1	336.00
				Vendor WASCO VET - Brian L. Edick Total:	**336.00**
Vendor: CWEA - California Water Environment Association					
California Water Environment A...	INV324199	12/07/2022	INV 324199 CWEA	30-500-53200-0000-1	202.00
				Vendor CWEA - California Water Environment Association Total:	**202.00**
Vendor: CITY OF WASCO - CITY OF WASCO					
CITY OF WASCO	INV10232	12/07/2022	INV 10232 City of Wasco	01-165-54000-0000-1	136.82
CITY OF WASCO	INV10232	12/07/2022	INV 10232 City of Wasco	30-500-54000-0000-1	150.33
CITY OF WASCO	INV10232	12/07/2022	INV 10232 City of Wasco	32-510-54000-0000-1	53.28
				Vendor CITY OF WASCO - CITY OF WASCO Total:	**340.43**
Vendor: Continental Labor Re - Continental Labor Resources, Inc.					
Continental Labor Resources, In...	70027	11/30/2022	INV 70027 Continental Labor a...	20-200-52200-0000-1	1,049.60
Continental Labor Resources, In...	70108	11/30/2022	INV 70108 Continental Labor a...	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	70108	11/30/2022	INV 70108 Continental Labor a...	32-510-52200-0000-1	1,024.00
Continental Labor Resources, In...	70218	11/30/2022	INV 70218 Continental Labor a...	20-200-52200-0000-1	1,023.94
Continental Labor Resources, In...	70218	11/30/2022	INV 70218 Continental Labor a...	32-510-52200-0000-1	1,049.66
				Vendor Continental Labor Re - Continental Labor Resources, Inc. Total:	**5,171.20**
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	R924553	11/30/2022	INV R924553 Core & Main	32-510-57400-0000-1	1,394.52
Core & Main LP	R955919	11/30/2022	INV R955919 Core & Main	32-510-57400-0000-1	378.32
				Vendor Core & Main LP - Core & Main LP Total:	**1,772.84**
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	20820-IN	11/30/2022	INV 20820-IN KCPW	01-180-58050-0000-1	130.05
County of Kern Public Works	21482-IN	11/30/2022	INV 21482-IN KCPW	01-180-58050-0000-1	239.85
County of Kern Public Works	22637-IN	11/30/2022	INV 22637-IN KCPW	01-180-58050-0000-1	370.25
County of Kern Public Works	23204-IN	11/30/2022	INV 23204-IN KCPW	01-180-58050-0000-1	203.40
				Vendor KCPW - County of Kern Public Works Total:	**943.55**
Vendor: Dana Safety Supply - Dana Safety Supply Inc					
Dana Safety Supply Inc	INV 805147	12/07/2022	Inv. 805147 Poly Window Barrier	01-150-56800-0000-1	652.73
				Vendor Dana Safety Supply - Dana Safety Supply Inc Total:	**652.73**
Vendor: De Lage Landen - De Lage Landen					
De Lage Landen	78248163	11/30/2022	Inv. 78248163 (11/20/22) Cont...	01-150-52200-0000-1	156.54
				Vendor De Lage Landen - De Lage Landen Total:	**156.54**
Vendor: Dee Jaspar - Dee Jaspar					
Dee Jaspar	INV22-08027	12/07/2022	INV 22-08027 Dee Jaspar and A...	32-510-56000-0000-1	2,467.47
Dee Jaspar	INV22-08028	12/07/2022	INV 22-08028 Dee Jaspar and A...	32-510-56000-0000-1	6,221.50
				Vendor Dee Jaspar - Dee Jaspar Total:	**8,688.97**
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV26510122-11112022	12/07/2022	INV26510122-11112022	32-510-58000-0000-1	5,851.73
				Vendor DOM Solar - DOM Solar Lessor LTD. Total:	**5,851.73**
Vendor: Douglas Environmenta - Douglas Keith Brown					
Douglas Keith Brown	2237	11/30/2022	SJ Renewables - Inv 2237 - June...	01-140-55500-8224-1	5,120.72
				Vendor Douglas Environmenta - Douglas Keith Brown Total:	**5,120.72**
Vendor: EDD - EDD					
EDD	INV0022600	12/01/2022	State Income Tax Withholding	01-22200-0000-1	2,239.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0022600	12/01/2022	State Income Tax Withholding	30-22200-0000-1	197.88
EDD	INV0022600	12/01/2022	State Income Tax Withholding	31-22200-0000-1	65.24
EDD	INV0022600	12/01/2022	State Income Tax Withholding	32-22200-0000-1	67.40
EDD	INV0022601	12/01/2022	SDI - State Disability Insurance	01-22200-0000-1	734.34
EDD	INV0022601	12/01/2022	SDI - State Disability Insurance	30-22200-0000-1	5.91
EDD	INV0022601	12/01/2022	SDI - State Disability Insurance	32-22200-0000-1	5.86
EDD	INV0022602	12/01/2022	State Unemployment Insurance	01-22250-0000-1	437.44
EDD	INV0022602	12/01/2022	State Unemployment Insurance	30-22250-0000-1	20.45
EDD	INV0022602	12/01/2022	State Unemployment Insurance	32-22250-0000-1	20.45
EDD	INV0022638	12/01/2022	State Income Tax Withholding	01-22200-0000-1	407.09
EDD	INV0022638	12/01/2022	State Income Tax Withholding	20-22200-0000-1	4.99
EDD	INV0022638	12/01/2022	State Income Tax Withholding	30-22200-0000-1	324.97
EDD	INV0022638	12/01/2022	State Income Tax Withholding	31-22200-0000-1	61.97
EDD	INV0022638	12/01/2022	State Income Tax Withholding	32-22200-0000-1	150.99
EDD	INV0022639	12/01/2022	SDI - State Disability Insurance	01-22200-0000-1	213.28
EDD	INV0022639	12/01/2022	SDI - State Disability Insurance	20-22200-0000-1	23.54
EDD	INV0022639	12/01/2022	SDI - State Disability Insurance	30-22200-0000-1	147.81
EDD	INV0022639	12/01/2022	SDI - State Disability Insurance	31-22200-0000-1	33.82
EDD	INV0022639	12/01/2022	SDI - State Disability Insurance	32-22200-0000-1	99.70
EDD	INV0022640	12/01/2022	State Unemployment Insurance	01-22250-0000-1	44.88
EDD	INV0022640	12/01/2022	State Unemployment Insurance	30-22250-0000-1	59.19
EDD	INV0022640	12/01/2022	State Unemployment Insurance	32-22250-0000-1	59.18
EDD	INV0022648	12/01/2022	SDI - State Disability Insurance	32-22200-0000-1	1.05
EDD	INV0022652	12/02/2022	SDI - State Disability Insurance	30-22200-0000-1	4.85
EDD	INV0022652	12/02/2022	SDI - State Disability Insurance	31-22200-0000-1	4.85
EDD	INV0022652	12/02/2022	SDI - State Disability Insurance	32-22200-0000-1	5.00
EDD	INV0022655	12/02/2022	SDI - State Disability Insurance	32-22200-0000-1	0.53
				Vendor EDD - EDD Total:	**5,442.34**
Vendor: Edison - Edison					
Edison	INV0022675	12/07/2022	700457158822-12022022	01-180-58100-0000-1	255.84
Edison	INV0022675	12/07/2022	700539630040-12012022	01-180-58100-0000-1	1,473.32
Edison	INV0022675	12/07/2022	700326486684-12022022	01-180-58100-0000-1	63.40
Edison	INV0022675	12/07/2022	700091551977-12012022	01-180-58100-0000-1	12.67
Edison	INV0022675	12/07/2022	700669486061-12022022	01-180-58100-0000-1	854.50
Edison	INV0022675	12/07/2022	700494850594-12022022	30-500-58000-0000-1	71.17
Edison	INV0022675	12/07/2022	700468456995-12012022	32-510-58000-0000-1	12,331.62
				Vendor Edison - Edison Total:	**15,062.52**
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Payment ...	INV0022598	12/01/2022	Federal Income Tax Withholding	01-22050-0000-1	5,414.72
Electronic Federal Tax Payment ...	INV0022598	12/01/2022	Federal Income Tax Withholding	30-22050-0000-1	409.08
Electronic Federal Tax Payment ...	INV0022598	12/01/2022	Federal Income Tax Withholding	31-22050-0000-1	133.22
Electronic Federal Tax Payment ...	INV0022598	12/01/2022	Federal Income Tax Withholding	32-22050-0000-1	142.66
Electronic Federal Tax Payment ...	INV0022599	12/01/2022	Social Security	01-22100-0000-1	8,278.06
Electronic Federal Tax Payment ...	INV0022599	12/01/2022	Social Security	30-22100-0000-1	66.32
Electronic Federal Tax Payment ...	INV0022599	12/01/2022	Social Security	32-22100-0000-1	66.34
Electronic Federal Tax Payment ...	INV0022603	12/01/2022	Medicare	01-22150-0000-1	1,987.64
Electronic Federal Tax Payment ...	INV0022603	12/01/2022	Medicare	30-22150-0000-1	108.38
Electronic Federal Tax Payment ...	INV0022603	12/01/2022	Medicare	31-22150-0000-1	30.94
Electronic Federal Tax Payment ...	INV0022603	12/01/2022	Medicare	32-22150-0000-1	46.42
Electronic Federal Tax Payment ...	INV0022636	12/01/2022	Federal Income Tax Withholding	01-22050-0000-1	1,139.15
Electronic Federal Tax Payment ...	INV0022636	12/01/2022	Federal Income Tax Withholding	20-22050-0000-1	33.08
Electronic Federal Tax Payment ...	INV0022636	12/01/2022	Federal Income Tax Withholding	30-22050-0000-1	911.32
Electronic Federal Tax Payment ...	INV0022636	12/01/2022	Federal Income Tax Withholding	31-22050-0000-1	132.19
Electronic Federal Tax Payment ...	INV0022636	12/01/2022	Federal Income Tax Withholding	32-22050-0000-1	354.39
Electronic Federal Tax Payment ...	INV0022637	12/01/2022	Social Security	01-22100-0000-1	2,404.10
Electronic Federal Tax Payment ...	INV0022637	12/01/2022	Social Security	20-22100-0000-1	265.34
Electronic Federal Tax Payment ...	INV0022637	12/01/2022	Social Security	30-22100-0000-1	1,665.84
Electronic Federal Tax Payment ...	INV0022637	12/01/2022	Social Security	31-22100-0000-1	381.02
Electronic Federal Tax Payment ...	INV0022637	12/01/2022	Social Security	32-22100-0000-1	1,124.80
Electronic Federal Tax Payment ...	INV0022641	12/01/2022	Medicare	01-22150-0000-1	562.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Payment ...	INV0022641	12/01/2022	Medicare	20-22150-0000-1	62.04
Electronic Federal Tax Payment ...	INV0022641	12/01/2022	Medicare	30-22150-0000-1	389.66
Electronic Federal Tax Payment ...	INV0022641	12/01/2022	Medicare	31-22150-0000-1	89.12
Electronic Federal Tax Payment ...	INV0022641	12/01/2022	Medicare	32-22150-0000-1	262.90
Electronic Federal Tax Payment ...	INV0022647	12/01/2022	Social Security	32-22100-0000-1	11.88
Electronic Federal Tax Payment ...	INV0022649	12/01/2022	Medicare	32-22150-0000-1	2.78
Electronic Federal Tax Payment ...	INV0022651	12/02/2022	Social Security	30-22100-0000-1	54.72
Electronic Federal Tax Payment ...	INV0022651	12/02/2022	Social Security	31-22100-0000-1	54.72
Electronic Federal Tax Payment ...	INV0022651	12/02/2022	Social Security	32-22100-0000-1	56.32
Electronic Federal Tax Payment ...	INV0022653	12/02/2022	Medicare	30-22150-0000-1	12.80
Electronic Federal Tax Payment ...	INV0022653	12/02/2022	Medicare	31-22150-0000-1	12.80
Electronic Federal Tax Payment ...	INV0022653	12/02/2022	Medicare	32-22150-0000-1	13.16
Electronic Federal Tax Payment ...	INV0022654	12/02/2022	Social Security	32-22100-0000-1	5.94
Electronic Federal Tax Payment ...	INV0022656	12/02/2022	Medicare	32-22150-0000-1	1.40
				Vendor EFTPS - Electronic Federal Tax Payment System Total:	**26,687.57**
Vendor: Empower Solar - Empower Solar					
Empower Solar	BP22-0198 RMB	11/30/2022	BP22-0198 Reimbursement	01-160-41500-0000-1	203.30
Empower Solar	BP22-0198 RMB	11/30/2022	BP22-0198 Reimbursement	01-160-41505-0000-1	12.95
Empower Solar	BP22-0198 RMB	11/30/2022	BP22-0198 Reimbursement	01-160-41510-0000-1	12.95
Empower Solar	BP22-0198 RMB	11/30/2022	BP22-0198 Reimbursement	01-160-41515-0000-1	12.95
				Vendor Empower Solar - Empower Solar Total:	**242.15**
Vendor: Fastlane Food Store - Fastlane Food Store					
Fastlane Food Store	460093	11/30/2022	Inv.460093 Fuel - Unit 36 - 07/1...	01-150-54000-0000-1	23.75
Fastlane Food Store	460099	11/30/2022	Inv.460099 Fuel - Unit 34 - 07/1...	01-150-54000-0000-1	26.40
Fastlane Food Store	460105	11/30/2022	Inv.460105 Fuel - Unit 26 - 09/1...	01-150-54000-0000-1	87.00
Fastlane Food Store	460124	11/30/2022	Inv.460124 Fuel - Unit 28 - 08/1...	01-150-54000-0000-1	101.50
Fastlane Food Store	460126	11/30/2022	Inv.460126 Fuel - Unit 31 - 09/1...	01-150-54000-0000-1	42.39
Fastlane Food Store	460130	11/30/2022	Inv.460130 Fuel - Unit 26 - 09/1...	01-150-54000-0000-1	88.83
Fastlane Food Store	460132	11/30/2022	Inv.460132 Fuel - Unit 34 - 09/1...	01-150-54000-0000-1	85.84
Fastlane Food Store	460147	11/30/2022	Inv.460147 Fuel - Unit 28 - 09/1...	01-150-54000-0000-1	101.19
Fastlane Food Store	460179	11/30/2022	Inv.460179 Fuel - Unit 32 - 08/2...	01-150-54000-0000-1	74.01
Fastlane Food Store	INV 460504	12/07/2022	Inv.460504 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	73.50
Fastlane Food Store	INV 460507	12/07/2022	Inv.460504 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	57.46
Fastlane Food Store	INV 460521	12/07/2022	Inv.460521 Fuel - Unit 30 - 11/0...	01-150-54000-0000-1	48.30
Fastlane Food Store	INV 460525	12/07/2022	Inv.460525 Fuel - Unit 25 - 11/1...	01-150-54000-0000-1	59.31
Fastlane Food Store	INV 460529	12/07/2022	Inv.460529 Fuel - Unit 25 - 11/1...	01-150-54000-0000-1	50.92
Fastlane Food Store	INV 460559	12/07/2022	Inv.460559 Fuel - Unit 30 - 11/0...	01-150-54000-0000-1	65.12
Fastlane Food Store	INV 460596	12/07/2022	Inv.460596 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	26.00
Fastlane Food Store	INV 460598	12/07/2022	Inv.460598 Fuel - Unit 31 - 10/2...	01-150-54000-0000-1	32.11
Fastlane Food Store	INV 460599	12/07/2022	Inv.460599 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	50.00
Fastlane Food Store	INV 460709	12/07/2022	Inv.460709 Fuel - Unit 29 - 10/1...	01-150-54000-0000-1	34.16
Fastlane Food Store	INV 460716	12/07/2022	Inv.460716 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	62.51
Fastlane Food Store	INV 460719	12/07/2022	Inv.460719 Fuel - Unit 31 - 10/2...	01-150-54000-0000-1	80.40
Fastlane Food Store	INV 460720	12/07/2022	Inv.460720 Fuel - Unit 39 - 10/2...	01-150-54000-0000-1	59.60
Fastlane Food Store	INV 460729	12/07/2022	Inv.460729 Fuel - Unit 32 - 10/2...	01-150-54000-0000-1	24.00
Fastlane Food Store	INV 460730	12/07/2022	Inv.460730 Fuel - Unit 31 - 10/2...	01-150-54000-0000-1	58.78
Fastlane Food Store	INV 460732	12/07/2022	Inv.460732 Fuel - Unit 39 - 10/2...	01-150-54000-0000-1	26.26
Fastlane Food Store	INV 460744	12/07/2022	Inv.460744 Fuel - Unit 31 - 10/1...	01-150-54000-0000-1	46.33
Fastlane Food Store	INV 460754	12/07/2022	Inv.460754 Fuel - Unit 32 - 10/1...	01-150-54000-0000-1	67.00
				Vendor Fastlane Food Store - Fastlane Food Store Total:	**1,552.67**
Vendor: FedEx - FedEx					
FedEx	7-842-69771	11/30/2022	Plan Check Submittal 7-842-697...	01-155-55600-0000-1	38.62
				Vendor FedEx - FedEx Total:	**38.62**
Vendor: Ferguson Enterprises - Ferguson Enterprises					
Ferguson Enterprises	1757458	11/30/2022	INV 1757458 Ferguson	01-185-56400-0000-1	159.53
				Vendor Ferguson Enterprises - Ferguson Enterprises Total:	**159.53**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0022597	12/01/2022	Case#609265321	01-22350-0000-1	75.00
				Vendor Franchise Tax - Franchise Tax Total:	**75.00**
Vendor: ALV100 - Francisca Alvarado					
Francisca Alvarado	INV0022643	11/30/2022	Per Diem - Travel Expences Cal C..	01-105-52000-0000-1	539.00
				Vendor ALV100 - Francisca Alvarado Total:	**539.00**
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	661-792-3437 11192022	11/30/2022	66-792-3437 111922	01-185-57800-0000-1	89.09
Frontier California Inc.	INV530-198-2194-1122202	12/07/2022	530-198-2194 11222022	32-510-57800-0000-1	46.51
Frontier California Inc.	INV6617920161-11012022	12/07/2022	INV6617920161-11012022	01-150-57800-0000-1	234.23
Frontier California Inc.	INV6617923164-11012022	12/07/2022	INV6617923164-11012022	01-185-57800-0000-1	60.06
Frontier California Inc.	INV6617923391-010209-5-112...	12/07/2022	INV6617923391-070209-5-112...	30-500-57800-0000-1	205.61
				Vendor Frontier - Frontier California Inc. Total:	**635.50**
Vendor: gotocom - GoTo Communications Inc					
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-105-57800-0000-1	9.26
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-110-57800-0000-1	28.93
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-115-57800-0000-1	32.40
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-140-57800-0000-1	32.40
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-150-57800-0000-1	231.45
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-155-57800-0000-1	9.26
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-160-57800-0000-1	9.26
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-165-57800-0000-1	26.15
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-175-57800-0000-1	32.40
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	01-180-57800-0000-1	38.65
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	20-200-57800-0000-1	0.69
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	30-500-57800-0000-1	141.88
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	31-505-57800-0000-1	68.28
GoTo Communications Inc	IN710512530	11/30/2022	IN7101512530	32-510-57800-0000-1	149.08
				Vendor gotocom - GoTo Communications Inc Total:	**810.09**
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	824940	11/30/2022	INV 824940 Granite Auto Parts	20-200-57400-0000-1	25.73
Granite Auto Parts Inc	825064	11/30/2022	INV 825064 Granite Auto Parts, ...	20-200-57400-0000-1	4.23
Granite Auto Parts Inc	INV825356	12/07/2022	INV 825356 Boots/Shop Towls	01-180-57400-0000-1	57.89
				Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:	**87.85**
Vendor: Home Depot - Home Depot					
Home Depot	016136/7540391	11/30/2022	Auth Code 016136/7540391 H...	30-500-56410-0000-1	51.57
Home Depot	016466/7531686	11/30/2022	Auth Code 016466/7531686 H...	01-180-57400-0000-1	32.52
				Vendor Home Depot - Home Depot Total:	**84.09**
Vendor: Visual Edge - Image Source					
Image Source	INV 25AR1541004	12/07/2022	INV 25AR1541004	01-130-54800-0000-1	853.69
				Vendor Visual Edge - Image Source Total:	**853.69**
Vendor: INC - I-N-C Inc.					
I-N-C Inc.	203326	11/30/2022	203326 - HR Consulting	01-130-56000-0000-1	2,091.08
I-N-C Inc.	203326	11/30/2022	203326 - HR Consulting	30-500-56000-7820-1	3,136.61
I-N-C Inc.	203326	11/30/2022	203326 - HR Consulting	32-510-56000-0000-1	3,136.61
I-N-C Inc.	203384	11/30/2022	203384 - HR Consulting	01-130-56000-0000-1	477.90
I-N-C Inc.	203384	11/30/2022	203384 - HR Consulting	30-500-56000-7820-1	716.85
I-N-C Inc.	203384	11/30/2022	203384 - HR Consulting	32-510-56000-0000-1	716.85
				Vendor INC - I-N-C Inc. Total:	**10,275.90**
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	47014	11/30/2022	INV 47014 Irrigation Concepts	20-200-57400-0000-1	12.85
Irrigation Concepts	INV46657	12/07/2022	INV 46657 Irrigation Concepts	30-500-56410-0000-1	7,458.85
				Vendor Irrigation Concepts - Irrigation Concepts Total:	**7,471.70**
Vendor: Occupational Vetting - Jim Conner					
Jim Conner	22-200	09/21/2022	Inv. 22-200 Background C. Andr...	01-150-56000-0000-1	300.00
Jim Conner	INV 22-201	12/07/2022	Inv. 22-201 Background O.Velo	01-150-56000-0000-1	900.00
				Vendor Occupational Vetting - Jim Conner Total:	**1,200.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: John Hancock - John Hancock					
John Hancock	INV0022579	12/01/2022	401K - Employer	01-20800-0000-1	3,539.65
John Hancock	INV0022579	12/01/2022	401K - Employer	30-20800-0000-1	14.79
John Hancock	INV0022579	12/01/2022	401K - Employer	32-20800-0000-1	14.78
John Hancock	INV0022580	12/01/2022	401K - Employee	01-20800-0000-1	1,794.80
John Hancock	INV0022580	12/01/2022	401K - Employee	30-20800-0000-1	4.10
John Hancock	INV0022580	12/01/2022	401K - Employee	32-20800-0000-1	4.11
John Hancock	INV0022588	12/01/2022	401K Loan 1	01-20800-0000-1	138.52
John Hancock	INV0022589	12/01/2022	401k Contribution	01-20800-0000-1	275.46
John Hancock	INV0022590	12/01/2022	401k Contribution	01-20800-0000-1	171.92
John Hancock	INV0022591	12/01/2022	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0022592	12/01/2022	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0022593	12/01/2022	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0022594	12/01/2022	401k Contribution	01-20800-0000-1	175.96
John Hancock	INV0022595	12/01/2022	401k Contribution	01-20800-0000-1	192.31
John Hancock	INV0022595	12/01/2022	401k Contribution	30-20800-0000-1	346.15
John Hancock	INV0022595	12/01/2022	401k Contribution	31-20800-0000-1	115.39
John Hancock	INV0022595	12/01/2022	401k Contribution	32-20800-0000-1	115.38
John Hancock	INV0022604	12/01/2022	401K - Employer	01-20800-0000-1	951.12
John Hancock	INV0022604	12/01/2022	401K - Employer	30-20800-0000-1	819.91
John Hancock	INV0022604	12/01/2022	401K - Employer	31-20800-0000-1	302.49
John Hancock	INV0022604	12/01/2022	401K - Employer	32-20800-0000-1	672.45
John Hancock	INV0022605	12/01/2022	401K - Employee	01-20800-0000-1	562.23
John Hancock	INV0022605	12/01/2022	401K - Employee	20-20800-0000-1	78.62
John Hancock	INV0022605	12/01/2022	401K - Employee	30-20800-0000-1	278.06
John Hancock	INV0022605	12/01/2022	401K - Employee	31-20800-0000-1	224.26
John Hancock	INV0022605	12/01/2022	401K - Employee	32-20800-0000-1	339.03
John Hancock	INV0022606	12/01/2022	401K - Employer	20-20800-0000-1	131.04
John Hancock	INV0022616	12/01/2022	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0022617	12/01/2022	401K Loan 1	01-20800-0000-1	45.90
John Hancock	INV0022618	12/01/2022	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0022618	12/01/2022	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0022618	12/01/2022	401K Loan 2	32-20800-0000-1	15.85
John Hancock	INV0022619	12/01/2022	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0022619	12/01/2022	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0022619	12/01/2022	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0022620	12/01/2022	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0022621	12/01/2022	401K Loan 4	01-20800-0000-1	28.72
John Hancock	INV0022622	12/01/2022	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0022623	12/01/2022	401K Loan 4	01-20800-0000-1	105.27
John Hancock	INV0022624	12/01/2022	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0022624	12/01/2022	401K Loan 4	30-20800-0000-1	34.16
John Hancock	INV0022624	12/01/2022	401K Loan 4	32-20800-0000-1	34.18
John Hancock	INV0022625	12/01/2022	401K Loan 4	01-20800-0000-1	19.69
John Hancock	INV0022625	12/01/2022	401K Loan 4	30-20800-0000-1	39.36
John Hancock	INV0022625	12/01/2022	401K Loan 4	32-20800-0000-1	39.37
John Hancock	INV0022626	12/01/2022	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0022626	12/01/2022	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0022627	12/01/2022	401K Loan 4	01-20800-0000-1	51.06
John Hancock	INV0022627	12/01/2022	401K Loan 4	20-20800-0000-1	1.59
John Hancock	INV0022628	12/01/2022	401k Contribution	01-20800-0000-1	400.97
John Hancock	INV0022629	12/01/2022	401k Contribution	01-20800-0000-1	205.82
John Hancock	INV0022630	12/01/2022	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0022630	12/01/2022	401k Contribution	30-20800-0000-1	157.52
John Hancock	INV0022630	12/01/2022	401k Contribution	32-20800-0000-1	157.54
John Hancock	INV0022631	12/01/2022	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0022632	12/01/2022	401k Contribution	01-20800-0000-1	193.31
John Hancock	INV0022632	12/01/2022	401k Contribution	20-20800-0000-1	5.97
John Hancock	INV0022633	12/01/2022	401k Contribution	01-20800-0000-1	137.60
John Hancock	INV0022650	12/02/2022	401K - Employer	30-20800-0000-1	25.07

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0022650	12/02/2022	401K - Employer	31-20800-0000-1	25.07
John Hancock	INV0022650	12/02/2022	401K - Employer	32-20800-0000-1	25.82
				Vendor John Hancock - John Hancock Total:	**14,712.51**
Vendor: Jose Medina - Jose R. Medina					
Jose R. Medina	INV0022644	11/30/2022	Annual Boot Reimbursement Jo...	30-500-56800-0000-1	200.00
				Vendor Jose Medina - Jose R. Medina Total:	**200.00**
Vendor: J's Automotive - J's Automotive					
J's Automotive	9683	11/30/2022	INV 9683 J's Automotive	01-110-56600-0000-1	77.66
				Vendor J's Automotive - J's Automotive Total:	**77.66**
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	INV0022672	12/07/2022	November 2022 Gate Fees	31-505-52800-0000-1	5,545.80
				Vendor K.C. Waste - K.C. Waste Total:	**5,545.80**
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	103-1007540	11/30/2022	INV 103-1007540 Kern Machine...	01-180-57400-0000-1	134.04
				Vendor Kern Machinery - Kern Machinery Total:	**134.04**
Vendor: Golden Empire Water - Mario A. Cervantes					
Mario A. Cervantes	INV39058AA	12/07/2022	INV1307 Service for Month Nov...	32-510-58200-0000-1	1,462.00
				Vendor Golden Empire Water - Mario A. Cervantes Total:	**1,462.00**
Vendor: Marvin Pop - Marvin Pop					
Marvin Pop	INV0022674	12/07/2022	Marvin Pop - Certification Reim...	30-500-53250-0000-1	125.00
				Vendor Marvin Pop - Marvin Pop Total:	**125.00**
Vendor: Mathew Dewar - Mathew Dewar					
Mathew Dewar	INV0022645	11/30/2022	Reimbursement - Lodging / M&...	01-150-52010-0000-1	3,865.64
				Vendor Mathew Dewar - Mathew Dewar Total:	**3,865.64**
Vendor: Mcfarland Tent - Mcfarland Tent					
Mcfarland Tent	INV6682	12/07/2022	INV 6682 Repair 95% Blacknet	30-500-56410-0000-1	60.00
				Vendor Mcfarland Tent - Mcfarland Tent Total:	**60.00**
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	27490	11/30/2022	MCFARLAND TIRE SERVICE 274...	01-165-56600-0000-1	35.00
McFarland Tire	28486	11/30/2022	INV 28486 McFarland Tire Servi...	30-500-56410-0000-1	365.00
McFarland Tire	28489	11/30/2022	INV 28489 McFarland Tire Servi...	01-180-56600-0000-1	20.00
McFarland Tire	INV27490	12/07/2022	INV27490	01-165-56600-0000-1	35.00
				Vendor McFarland Tire - McFarland Tire Total:	**455.00**
Vendor: North Kern Water - North Kern Water Storage District					
North Kern Water Storage Distri...	INV15215	12/07/2022	INV 15215 North Water Storage...	30-500-53250-0000-1	23,322.97
				Vendor North Kern Water - North Kern Water Storage District Total:	**23,322.97**
Vendor: Octavio Gonzalez - Octavio Gonzalez					
Octavio Gonzalez	INV0022646	11/30/2022	Annual Boot Reimbursement Oc..	30-500-56800-0000-1	200.00
				Vendor Octavio Gonzalez - Octavio Gonzalez Total:	**200.00**
Vendor: Office Depot - Office Depot					
Office Depot	INV 270657708-001	12/07/2022	Order 270657708-001 Office D...	01-180-57200-0000-1	118.45
Office Depot	INV 270657708-001	12/07/2022	Order 270657708-001 Office D...	32-510-57200-0000-1	118.45
				Vendor Office Depot - Office Depot Total:	**236.90**
Vendor: Personnel Concepts - Personnel Concepts					
Personnel Concepts	INV 9351596034	12/07/2022	INV 9351596034 Compliance As...	01-110-53200-0000-1	1,448.70
				Vendor Personnel Concepts - Personnel Concepts Total:	**1,448.70**
Vendor: Premier Access Insur - Premier Access Insurance Company					
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	01-110-50550-0000-1	36.11
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	01-150-50550-0000-1	96.27
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	01-155-50550-0000-1	47.87
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	01-165-50550-0000-1	11.97
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	30-500-50550-0000-1	70.58
Premier Access Insurance Com...	10000548328-122022	12/07/2022	1000548328 - Premier Access D...	32-510-50550-0000-1	47.66
				Vendor Premier Access Insur - Premier Access Insurance Company Total:	**310.46**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0021246	05/05/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0021720	07/14/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0021909	08/11/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0022049	09/08/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0022227	10/06/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0022429	11/03/2022	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0022587	12/01/2022	Pre-Paid Legal	01-22500-0000-1	24.90
				Vendor Pre-Paid Legal - Pre-Paid Legal Total:	**174.30**
Vendor: Quinn Co. - Quinn Co.					
Quinn Co.	INV E6524501	12/07/2022	INV E6524501 Quinn Co	32-510-53800-0000-1	11,483.52
Quinn Co.	INV WON60016446	12/07/2022	INV WON60016446 Quinn Co	32-510-56410-0000-1	13,318.14
				Vendor Quinn Co. - Quinn Co. Total:	**24,801.66**
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	INV0022671	12/07/2022	November 2022 R&F Recycling ...	31-505-52500-0000-1	11,354.34
R&F Disposal	INV0022673	12/07/2022	November 2022 RF Disposal Ga...	01-100-41300-0000-1	-4,116.72
R&F Disposal	INV0022673	12/07/2022	November 2022 RF Disposal Ga...	31-505-42340-0000-1	-2,166.75
R&F Disposal	INV0022673	12/07/2022	November 2022 RF Disposal Ga...	31-505-52400-0000-1	82,334.32
R&F Disposal	INV0022676	12/07/2022	November 2022 RF Disposal Or...	31-505-52400-0000-1	2,126.04
R&F Disposal	INV11303	12/07/2022	INV 11303 Blanco Park-3yd bin	01-190-58000-0000-1	143.56
R&F Disposal	INV11304	12/07/2022	INV 11304 Sewer Plant-3yd Bin	30-500-58050-0000-1	143.56
R&F Disposal	INV11306	12/07/2022	INV 11306 McFarland PD-3yd B...	01-150-52200-0000-1	107.32
				Vendor R&F Disposal - R&F Disposal Total:	**89,925.67**
Vendor: Arrowhead - Ready Refresh					
Ready Refresh	INV02K0033594904-11102022	12/07/2022	INV02K0033594904-11102022	01-150-57200-0000-1	9.42
				Vendor Arrowhead - Ready Refresh Total:	**9.42**
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	51499	11/30/2022	INV 51499 SC Sites Services, LLC	01-180-57800-0000-1	69.99
SC SITES Services	51499	11/30/2022	INV 51499 SC Sites Services, LLC	32-510-57800-0000-1	69.99
SC SITES Services	51499	11/30/2022	INV 51499 SC Sites Services, LLC	34-520-57800-0000-1	70.02
				Vendor SC SITES Services - SC SITES Services Total:	**210.00**
Vendor: Serda's Plumbing - Serda's Plumbing					
Serda's Plumbing	304316	11/30/2022	INV 304316 Serda's Plumbing, I...	32-510-56400-0000-1	1,166.94
				Vendor Serda's Plumbing - Serda's Plumbing Total:	**1,166.94**
Vendor: Sierra Construction - Sierra Construction & Excavation, Inc.					
Sierra Construction & Excavatio...	2000-6684	11/30/2022	INV 2000-6684 Sierra Construct...	32-510-56400-0000-1	8,197.21
				Vendor Sierra Construction - Sierra Construction & Excavation, Inc. Total:	**8,197.21**
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV26510092-11112022	12/07/2022	26510092-11112022	30-500-58000-0000-1	12,860.40
				Vendor Solar Energy - Solar Energy of America 1 LLC Total:	**12,860.40**
Vendor: South Bay Regional - South Bay Regional					
South Bay Regional	145291 INV	11/30/2022	Inv 145291 Firearm Instructor C...	01-150-52010-0000-1	792.00
South Bay Regional	145292 INV	11/30/2022	Inv 145292 Firearm Instructor C...	01-150-52010-0000-1	792.00
				Vendor South Bay Regional - South Bay Regional Total:	**1,584.00**
Vendor: Statewide Saftey - Statewide Saftey					
Statewide Saftey	12016847	11/30/2022	INV 12016847 Statewide Traffic...	01-180-56500-0000-1	4,210.11
Statewide Saftey	12016848	11/30/2022	INV 12016848 Statewide Traffic...	01-180-56500-0000-1	646.39
Statewide Saftey	12016896	11/30/2022	StateWide Traffic Signs INV 120...	01-165-55950-0000-1	5,402.73
				Vendor Statewide Saftey - Statewide Saftey Total:	**10,259.23**
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	INV 3634656	12/07/2022	Inv 3634656 Contract Services (...	01-150-52200-0000-1	110.05
				Vendor Ultrex Business - Ultrex Business Total:	**110.05**
Vendor: Vision Service Plan- - Vision Service Plan-					
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-105-50550-0000-1	33.20
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-110-50550-0000-1	2.58
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-115-50550-0000-1	20.59
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-140-50550-0000-1	16.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-150-50550-0000-1	442.77
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-155-50550-0000-1	51.58
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-160-50550-0000-1	5.83
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-165-50550-0000-1	96.85
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-175-50550-0000-1	34.98
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	01-180-50550-0000-1	102.14
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	20-200-50550-0000-1	48.10
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	30-500-50550-0000-1	146.96
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	31-505-50550-0000-1	27.16
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	32-510-50550-0000-1	137.79
Vision Service Plan-	INV816558453	12/07/2022	816558453 - December 2022	34-520-50550-0000-1	29.15
				Vendor Vision Service Plan- - Vision Service Plan- Total:	**1,195.84**
Vendor: WestAir - WestAir Gases & Equipment, Inc.					
WestAir Gases & Equipment, Inc.	INV 0080482065	12/07/2022	INV 0080482065 Acetylene, Hig...	30-500-53800-0000-1	80.40
				Vendor WestAir - WestAir Gases & Equipment, Inc. Total:	**80.40**
Vendor: WILLDAN - WILLDAN					
WILLDAN	INV010-52844	12/07/2022	INV 010-52844	24-210-52200-0000-1	8,247.09
WILLDAN	INV010-52845	12/07/2022	INV 010-52845	20-200-52200-0000-1	2,941.83
				Vendor WILLDAN - WILLDAN Total:	**11,188.92**
				Grand Total:	**328,427.35**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	71,922.86
20 - LIGHTING & LANDSCAPING-DISTRICT 1	6,750.51
24 - COMMUNITY FACILITIES DISTRICT	8,247.09
30 - SEWER	57,235.95
31 - REFUSE/RECYCLING	100,978.21
32 - WATER	83,149.43
34 - PUBLIC TRANSPORTATION	143.30
Grand Total:	**328,427.35**

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-4,116.72
01-105-50550-0000-1	Dental/Vision Premiums	33.20
01-105-52000-0000-1	Conferences/Meetings/Tr…	539.00
01-105-57800-0000-1	Telephone & Communicat…	9.26
01-110-50550-0000-1	Dental/Vision Premiums	38.69
01-110-53200-0000-1	Dues & Subscriptions	1,448.70
01-110-56600-0000-1	Repairs & Maintenance - …	77.66
01-110-57800-0000-1	Telephone & Communicat…	28.93
01-115-50550-0000-1	Dental/Vision Premiums	20.59
01-115-57800-0000-1	Telephone & Communicat…	32.40
01-130-54800-0000-1	Maintenance Agreements	853.69
01-130-56000-0000-1	Professional Services - Ot…	2,568.98
01-140-50550-0000-1	Dental/Vision Premiums	16.16
01-140-55500-8224-1	Special Studies San Joaqui…	5,120.72
01-140-57800-0000-1	Telephone & Communicat…	32.40
01-150-50550-0000-1	Dental/Vision Premiums	539.04
01-150-52010-0000-1	Conference/Meeting/Tra…	9,315.28
01-150-52200-0000-1	Contract Services	415.31
01-150-54000-0000-1	Fuel	1,552.67
01-150-56000-0000-1	Professional Services - Ot…	1,200.00
01-150-56800-0000-1	Safety Equipment	652.73
01-150-57200-0000-1	Supplies - Office	9.42
01-150-57800-0000-1	Telephone & Communicat…	465.68
01-155-50550-0000-1	Dental/Vision Premiums	99.45
01-155-51150-0000-1	Dog Clinic	336.00
01-155-55600-0000-1	Postage	38.62
01-155-57800-0000-1	Telephone & Communicat…	9.26
01-160-41500-0000-1	Building Permits	203.30
01-160-41505-0000-1	Technology Fee	12.95
01-160-41510-0000-1	Training Fee	12.95
01-160-41515-0000-1	Building - GP Maintenance..	12.95
01-160-50550-0000-1	Dental/Vision Premiums	5.83
01-160-57800-0000-1	Telephone & Communicat…	9.26
01-165-50550-0000-1	Dental/Vision Premiums	108.82
01-165-54000-0000-1	Fuel	136.82
01-165-55950-0000-1	Abatement	5,402.73
01-165-56600-0000-1	Repairs & Maintenance - …	70.00
01-165-57800-0000-1	Telephone & Communicat…	26.15
01-175-50550-0000-1	Dental/Vision Premiums	34.98
01-175-57800-0000-1	Telephone & Communicat…	32.40
01-180-50550-0000-1	Dental/Vision Premiums	102.14
01-180-56500-0000-1	Repairs/Maintenance Str…	4,856.50
01-180-56600-0000-1	Repairs/Maintenance - V…	20.00
01-180-57200-0000-1	Supplies - Office	118.45
01-180-57400-0000-1	Supplies - Operating	224.45
01-180-57800-0000-1	Telephone & Communicat…	152.77

Account Summary

Account Number	Account Name	Payment Amount
01-180-58050-0000-1	Utilities Other	943.55
01-180-58100-0000-1	Street Lighting	2,659.73
01-185-56400-0000-1	Repairs & Maint - Build & …	159.53
01-185-57800-0000-1	Telephone & Communicat…	149.15
01-190-58000-0000-1	Utilities	143.56
01-20800-0000-1	Pension Payable	10,329.04
01-22050-0000-1	Federal Withholding Paya…	6,553.87
01-22100-0000-1	FICA Payable	10,682.16
01-22150-0000-1	Medicare Payable	2,549.96
01-22200-0000-1	State Withholding Payable	3,594.39
01-22250-0000-1	SUTA Payable	482.32
01-22350-0000-1	Garnishments	75.00
01-22500-0000-1	Pre-Paid Legal	174.30
01-22600-0000-1	Health FSA	33.63
01-22700-0000-1	Disablity LTD	302.37
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	176.86
01-22950-0000-1	Cancer-American Fidelity	13.53
20-200-50550-0000-1	Dental/Vision Premiums	48.10
20-200-52200-0000-1	Contract Services	6,039.37
20-200-57400-0000-1	Supplies - Operating	42.81
20-200-57800-0000-1	Telephone & Communicat…	9.52
20-20800-0000-1	Pension Payable	221.72
20-22050-0000-1	Federal Withholding Paya…	33.08
20-22100-0000-1	FICA Payable	265.34
20-22150-0000-1	Medicare Payable	62.04
20-22200-0000-1	State Withholding Payable	28.53
24-210-52200-0000-1	Contract Services	8,247.09
30-20800-0000-1	Pension Payable	2,016.98
30-22050-0000-1	Federal Withholding Paya…	1,320.40
30-22100-0000-1	FICA Payable	1,786.88
30-22150-0000-1	Medicare Payable	510.84
30-22200-0000-1	State Withholding Payable	681.42
30-22250-0000-1	SUTA Payable	79.64
30-22600-0000-1	Health FSA	2.41
30-22700-0000-1	Disablity LTD	88.41
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	217.54
30-500-53200-0000-1	Dues & Subscriptions	202.00
30-500-53250-0000-1	Permits & Certificates	23,447.97
30-500-53800-0000-1	Equipment Rental	80.40
30-500-54000-0000-1	Fuel	150.33
30-500-56000-7820-1	Profressional Services - …	3,853.46
30-500-56410-0000-1	Repairs & Maintenance E…	7,935.42
30-500-56800-0000-1	Safety Equipment	1,185.81
30-500-57800-0000-1	Telephone & Communicat…	458.43
30-500-58000-0000-1	Utilities	12,931.57
30-500-58050-0000-1	Utilities Other	143.56
31-20800-0000-1	Pension Payable	667.21
31-22050-0000-1	Federal Withholding Paya…	265.41
31-22100-0000-1	FICA Payable	435.74
31-22150-0000-1	Medicare Payable	132.86
31-22200-0000-1	State Withholding Payable	165.88
31-22700-0000-1	Disablity LTD	10.69
31-22900-0000-1	Life	11.23
31-505-42340-0000-1	Administration Fee	-2,166.75

Account Summary

Account Number	Account Name	Payment Amount
31-505-50550-0000-1	Dental/Vision Premiums	27.16
31-505-52400-0000-1	Contract Services - Refuse…	84,460.36
31-505-52500-0000-1	Contract Services - Recycl…	11,354.34
31-505-52800-0000-1	County Waste Manageme…	5,545.80
31-505-57800-0000-1	Telephone & Communicat…	68.28
32-20800-0000-1	Pension Payable	1,477.56
32-22050-0000-1	Federal Withholding Paya…	497.05
32-22100-0000-1	FICA Payable	1,265.28
32-22150-0000-1	Medicare Payable	326.66
32-22200-0000-1	State Withholding Payable	330.53
32-22250-0000-1	SUTA Payable	79.63
32-22600-0000-1	Health FSA	27.42
32-22700-0000-1	Disablity LTD	45.82
32-22900-0000-1	Life	38.60
32-510-50550-0000-1	Dental/Vision Premiums	185.45
32-510-52200-0000-1	Contract Services	2,073.66
32-510-53800-0000-1	Equipment Rental	11,483.52
32-510-54000-0000-1	Fuel	53.28
32-510-56000-0000-1	Professional Services - Ot…	12,542.43
32-510-56400-0000-1	Repairs & Maint - Build & …	9,364.15
32-510-56410-0000-1	Repairs & Maintenance- E…	13,318.14
32-510-56600-0000-1	Repairs & Maintenance - …	157.88
32-510-57200-0000-1	Supplies - Office	118.45
32-510-57400-0000-1	Supplies - Operating	9,747.08
32-510-57800-0000-1	Telephone & Communicat…	371.49
32-510-58000-0000-1	Utilities	18,183.35
32-510-58200-0000-1	Water/Soil/Other Analysis	1,462.00
34-520-50550-0000-1	Dental/Vision Premiums	29.15
34-520-57800-0000-1	Telephone & Communicat…	114.15
	Grand Total:	**328,427.35**

Project Account Summary

Project Account Key	Payment Amount
None	328,427.35
Grand Total:	**328,427.35**

City of McFarland, CA

Pay Code Report

Summary By Department

12/1/2022 - 12/31/2022

Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
Ayo100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
Cano100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
GON300	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
PER100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
		105 - City Council Total:	**0**	**1000**

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	Bilingual - Bilingual	3	0	41.52
	Holiday - Holiday Pay	2	26	647.92
	Hourly - Hourly	3	214	5332.56
	OT - Overtime	3	28.01	1047.01
		Gross Total:	**268.01**	**7069.01**
ARI100	Holiday - Holiday Pay	2	24	992.31
	Hourly - Hourly	2	88	3638.46
	Salary - Salary	1	80	3307.69
		Gross Total:	**192**	**7938.46**
DRA100	Holiday - Holiday Pay	3	25	419.75
	Hourly - Hourly	3	212.5	3567.88
		Gross Total:	**237.5**	**3987.63**
		110 - City Administration Total:	**697.51**	**18995.1**

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Holiday - Holiday Pay	3	45	1067.4
	Hourly - Hourly	3	168.3	3992.08
	OT - Overtime	3	22.34	794.86
	Gross Total:		**235.64**	**5854.34**
ESP100	Bachelor's Degree - Bachelor's D	3	0	27.69
	Bilingual - Bilingual	3	0	41.55
	Comp Time Taken - Compensatc	1	1.43	33.92
	Holiday - Holiday Pay	3	25	593
	Hourly - Hourly	3	161.84	3838.84
	OT - Overtime	1	1.95	69.38
	Sick - Sick Pay	1	3.5	83.02
	SPSL - Supplemental Paid Sick Le	1	3.57	84.68
	Vacation - Vacation Pay	2	45	1067.4
	Gross Total:		**242.29**	**5839.48**
GON600	Bilingual - Bilingual	3	0	41.55
	Holiday - Holiday Pay	3	36	683.64
	Hourly - Hourly	3	191.95	3645.13
	OT - Overtime	3	3.2	91.16
	Sick - Sick Pay	2	13.5	256.37
	Gross Total:		**244.65**	**4717.85**
HER200	Cash Out - Pers Day - Cash Out -	1	9	170.91
	Cash Out - VAC - Cash Out - Vaca	1	6.14	116.6
	Holiday - Holiday Pay	2	21	398.79
	Hourly - Hourly	2	98.75	1875.26
	OT - Overtime	1	10.17	289.69
	Gross Total:		**145.06**	**2851.25**
VEL100	Holiday - Holiday Pay	2	27	500.31
	Hourly - Hourly	3	190.42	3528.48
	OT - Overtime	2	6.59	183.17
	Sick - Sick Pay	2	24.83	460.1
	Gross Total:		**248.84**	**4672.06**
VIR100	Bereavement - Bereavement Pa	1	16	923.08
	Holiday - Holiday Pay	2	25	1442.31
	Hourly - Hourly	2	119	6865.38
	Salary - Salary	1	109.08	4615.38
	Gross Total:		**269.08**	**13846.15**
	115 - Finance & Accounting Total:		**1385.56**	**37781.13**

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	3	0	27.69
	Holiday - Holiday Pay	3	25	778.25
	Hourly - Hourly	3	161.57	5029.67
	OT - Overtime	1	1.28	59.77
	Personal - Personal Day	1	9	280.17
	Sick - Sick Pay	1	4.82	150.05
	Vacation - Vacation Pay	2	41	1276.33
	Gross Total:		**242.67**	**7601.93**
	140 - Planning Total:		**242.67**	**7601.93**

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100-142	Holiday - Reg - Holiday - Regular	2	36	1015.2
	Hourly - Hourly	3	227	6401.4
	OT - Overtime	2	7	296.1
	Sick - Sick Pay	2	25	705
	Gross Total:		**295**	**8417.7**
ALW100-145	Holiday - Reg - Holiday - Regular	1	24	676.8
	Hourly - Hourly	2	84	2368.8
	Intermediate POST - Intermedia	1	0	13.85
	OT - Overtime	1	16.5	697.95
	Sick - Sick Pay	2	0	0
	Workers Comp - Workers Comp	2	181	5089.85
	Gross Total:		**305.5**	**8847.25**
AYON100	Holiday - Reg - Holiday - Regular	2	30	569.7
	Hourly - Hourly	3	176	3342.24
	OT - Overtime	1	4	113.94
	Sick - Sick Pay	1	10	189.9
	SPSL - Supplemental Paid Sick Le	1	22	417.78
	Vacation - Vacation Pay	1	16	303.84
	Gross Total:		**258**	**4937.4**
CAZ100-151	Holiday - Reg - Holiday - Regular	1	24	644.16
	Hourly - Hourly	3	216	5797.44
	OT - Overtime	3	33.5	1348.71
	Personal - Personal Day	1	12	322.08
	Sick - Sick Pay	1	12	322.08
	Vacation - Vacation Pay	1	12	322.08
	Gross Total:		**309.5**	**8756.55**

DEW100-147	Holiday - Reg - Holiday - Regular	2	36	1206.72
	Hourly - Hourly	3	252	8447.04
	OT - Overtime	3	24	1206.72
	Vacation - Vacation Pay	2	18.5	620.12
		Gross Total:	**330.5**	**11480.6**
DON100	Holiday - Reg - Holiday - Regular	2	30	569.7
	Hourly - Hourly	3	240	4557.6
	OT - Overtime	2	1.5	42.73
	Sick - Sick Pay	1	12	227.88
		Gross Total:	**283.5**	**5397.91**
EST150	Holiday - Reg - Holiday - Regular	2	36	966.24
	Hourly - Hourly	3	250	6710
	OT - Overtime	3	75	3019.5
		Gross Total:	**361**	**10695.74**
GAL100-149	Holiday - Reg - Holiday - Regular	2	36	1066.68
	Hourly - Hourly	3	252	7466.76
	Intermediate POST - Intermedia	3	0	41.52
	OT - Overtime	3	58.5	2600.04
		Gross Total:	**346.5**	**11175**
GAR100-146	Holiday - Reg - Holiday - Regular	2	36	1015.2
	Hourly - Hourly	3	236	6655.2
	OT - Overtime	1	18	761.4
	Sick - Sick Pay	1	12	338.4
	Vacation - Vacation Pay	1	4	112.8
		Gross Total:	**306**	**8883**
HAN100-112	Holiday - Reg - Holiday - Regular	2	48	1608.96
	Hourly - Hourly	3	252	8447.04
	K-9 Officer - K-9 Officer	3	0	55.38
	OT - Overtime	3	55.5	2790.54
	Sergeant - Sergeant	3	0	62.31
		Gross Total:	**355.5**	**12964.23**
HAS100-143	Comp Time Earned - Compensat	2	9	0
	Holiday - Reg - Holiday - Regular	2	30	542.4
	Hourly - Hourly	3	240	4339.2
	OT - Overtime	3	82	2223.84
	Vacation - Vacation Pay	1	10	180.8
		Gross Total:	**371**	**7286.24**

HEL100-128	Holiday - Reg - Holiday - Regular	2	36	1267.92
	Hourly - Hourly	3	237	8347.14
	OT - Overtime	2	26	1373.58
	Personal - Personal Day	1	12	422.64
	Vacation - Vacation Pay	2	9	316.98
		Gross Total:	**320**	**11728.26**
KNO100	Comp Time Earned - Compensat	2	39.75	0
	Holiday - Reg - Holiday - Regular	2	36	1267.56
	Hourly - Hourly	3	249.5	8784.9
		Gross Total:	**325.25**	**10052.46**
LOP125	Bachelor's Degree - Bachelor's D	3	0	27.69
	Bilingual - Bilingual	3	0	41.52
	Holiday - Reg - Holiday - Regular	3	30	660.9
	Hourly - Hourly	3	230	5066.9
	OT - Overtime	3	18.5	611.33
	Sick - Sick Pay	2	10	220.3
		Gross Total:	**288.5**	**6628.64**
New100-148	Holiday - Reg - Holiday - Regular	2	36	1120.32
	Hourly - Hourly	3	172	5352.64
	OT - Overtime	2	26	1213.68
	Sick - Sick Pay	2	36	1120.32
	Vacation - Vacation Pay	2	48	1493.76
		Gross Total:	**318**	**10300.72**
NIE100-34	Military - Military Leave With Ou	3	0	0
		Gross Total:	**0**	**0**
Nun100	Comp Time Earned - Compensat	1	1.5	0
	Comp Time Taken - Compensatc	2	20.25	480.33
	Holiday - Reg - Holiday - Regular	2	24	569.28
	Hourly - Hourly	3	189	4483.08
	Sick - Sick Pay	1	7	166.04
		Gross Total:	**241.75**	**5698.73**
PAD100	Holiday - Reg - Holiday - Regular	2	30	569.7
	Hourly - Hourly	3	186.5	3541.64
	OT - Overtime	2	23.1	658
	Sick - Sick Pay	1	13.5	256.37
	SPSL - Supplemental Paid Sick Le	1	40	759.6
		Gross Total:	**293.1**	**5785.31**
PES100-152	Holiday - Reg - Holiday - Regular	2	24	824.64
	Hourly - Hourly	3	200	6872
	OT - Overtime	2	8	412.32
		Gross Total:	**232**	**8108.96**

SHA-100-152	Advanced POST - Advanced POS	3	0	48.45
	Bachelor's Degree - Bachelor's D	3	0	27.69
	Holiday - Reg - Holiday - Regular	2	36	1206.72
	Hourly - Hourly	3	252	8447.04
	OT - Overtime	3	56.75	2853.39
	Gross Total:		**344.75**	**12583.29**
VEL200	Holiday - Reg - Holiday - Regular	2	30	569.7
	Hourly - Hourly	3	233	4424.67
	Gross Total:		**263**	**4994.37**
WIL100-150	Holiday - Reg - Holiday - Regular	2	24	2134.62
	Hourly - Hourly	3	208	18499.98
	Vacation - Vacation Pay	1	8	711.54
	Gross Total:		**240**	**21346.14**
	150 - Police Total:		**6388.35**	**196068.5**

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Cash Out - VAC - Cash Out - Vaca	1	76.93	1323.97
	Holiday - Reg - Holiday - Regular	2	27	464.67
	Hourly - Hourly	3	213	3665.73
	OT - Overtime	3	6.22	160.57
	Standby - Standby	3	0	300
	Gross Total:		**323.15**	**5914.94**
RIV200	Holiday - Reg - Holiday - Regular	2	31	483.29
	Hourly - Hourly	3	173.21	2700.34
	OT - Overtime	2	11.21	262.15
	Sick - Sick Pay	2	16.83	262.38
	Standby - Standby	3	0	300
	Vacation - Vacation Pay	1	9	140.31
	Gross Total:		**241.25**	**4148.47**
	155 - Animal Control Total:		**564.4**	**10063.41**

Department: 160 - Building Inspection

Employee Number	Pay Code	# of Payments	Units	Pay Amount
RON100	Bldg Insp - Building Inspector	3	0	600
	Holiday - Holiday Pay	2	24	923.04
	Hourly - Hourly	3	198	7615.08
	Sick - Sick Pay	2	10	384.6
	Vacation - Vacation Pay	1	8	307.68
	Gross Total:		**240**	**9830.4**
	160 - Building Inspection Total:		**240**	**9830.4**

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ESQ100	Holiday - Reg - Holiday - Regular	2	31	588.69
	Hourly - Hourly	3	209	3968.91
	OT - Overtime	2	4.5	128.18
	Gross Total:		**244.5**	**4685.78**
PER200	Hourly - Hourly	3	187.35	3557.78
	Gross Total:		**187.35**	**3557.78**
	165 - Code Enforcement Total:		**431.85**	**8243.56**

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GAR200	Bilingual - Bilingual	3	0	41.55
	Holiday - Holiday Pay	3	25	638.64
	Hourly - Hourly	3	149.55	3820.37
	Notary - Notary	3	0	41.55
	OT - Overtime	1	0.05	1.92
	Sick - Sick Pay	1	21.38	546.17
	Vacation - Vacation Pay	2	45	1149.56
	Gross Total:		**240.98**	**6239.76**
	175 - Grants Administration Total:		**240.98**	**6239.76**

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GON200	Auto Allowance - Auto Allowanc	3	0	484.62
	Holiday - Holiday Pay	2	24	1181.47
	Hourly - Hourly	3	181.33	8926.51
	Sick - Sick Pay	2	34.67	1706.74
	Gross Total:		**240**	**12299.34**

GUE100	Holiday - Holiday Pay	3	25	698.15
	Hourly - Hourly	3	197	5419.47
	OT - Overtime	2	23.5	969.73
	Sick - Sick Pay	2	18	495.18
		Gross Total:	**263.5**	**7582.53**
MAR210	Holiday - Holiday Pay	3	25	419.75
	Hourly - Hourly	3	213.02	3576.61
	OT - Overtime	2	2.54	63.97
		Gross Total:	**240.56**	**4060.33**
MAR100	Comp Time Earned - Compensat	2	24.75	0
	Holiday - Holiday Pay	3	26	425.88
	Hourly - Hourly	3	178	2915.64
	Personal - Personal Day	1	9	147.42
	Sick - Sick Pay	2	7.38	120.88
	Vacation - Vacation Pay	1	14.31	234.4
		Gross Total:	**259.44**	**3844.22**
PEN300	Holiday - Holiday Pay	3	25	430
	Hourly - Hourly	3	188.5	3242.2
	Sick - Sick Pay	3	14.76	253.87
	Vacation - Vacation Pay	1	3	51.6
		Gross Total:	**231.26**	**3977.67**
TEL100	Holiday - Holiday Pay	3	36	589.68
	Hourly - Hourly	3	187	3063.06
	OT - Overtime	2	16.5	405.41
	Sick - Sick Pay	2	15.1	247.34
		Gross Total:	**254.6**	**4305.49**
		180 - Public Works Total:	**1489.36**	**36069.58**

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Holiday - Holiday Pay	2	27	442.26
	Hourly - Hourly	3	213	3488.94
		Gross Total:	**240**	**3931.2**
MED200	Hourly - Hourly	1	37.5	614.25
	Sick - Sick Pay	1	9.5	155.61
		Gross Total:	**47**	**769.86**
VAS300	Workers Comp - Workers Comp	3	3	2642.88
		Gross Total:	**3**	**2642.88**
		200 - Lighting & Landscaping Total:	**290**	**7343.94**

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GON400	Holiday - Holiday Pay	2	27	861.3
	Hourly - Hourly	3	204	6507.6
	OT - Overtime	1	0.5	23.93
	PW Cert - Grade 3 - Public Work	3	0	103.86
	Sick - Sick Pay	1	9	287.1
	Gross Total:		**240.5**	**7783.79**
MED100	Holiday - Holiday Pay	3	25	474.75
	Hourly - Hourly	3	193	3665.07
	OT - Overtime	3	26.5	754.85
	PW Cert - Grade 1 - Public Work	3	0	34.74
	Sick - Sick Pay	1	4	75.96
	Standby - Standby	3	0	285.74
	Vacation - Vacation Pay	1	18	341.82
	Gross Total:		**266.5**	**5632.93**
Pop100	Holiday - Holiday Pay	2	27	453.33
	Hourly - Hourly	3	187	3139.73
	OT - Overtime	3	14.5	365.18
	Personal - Personal Day	1	18	302.22
	Standby - Standby	3	0	314.35
	Vacation - Vacation Pay	1	8	134.32
	Gross Total:		**254.5**	**4709.13**
	500 - Sewer Total:		**761.5**	**18125.85**

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	Holiday - Holiday Pay	2	27	453.33
	Hourly - Hourly	3	196	3290.84
	OT - Overtime	3	43.5	1095.55
	Sick - Sick Pay	1	17	285.43
	Standby - Standby	3	0	457.22
	Gross Total:		**283.5**	**5582.37**
PED100	OT - Overtime	2	6	143.82
	Gross Total:		**6**	**143.82**
	510 - Water Total:		**289.5**	**5726.19**

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Holiday - Holiday Pay	1	9	154.8
	Hourly - Hourly	2	109	1874.8
	Personal - Personal Day	1	9	154.8
	Sick - Sick Pay	1	2	34.4
	Vacation - Vacation Pay	1	4	68.8
	Gross Total:		**133**	**2287.6**
	520 - Public Transit Total:		**133**	**2287.6**
	Report Total:		**13154.68**	**365376.95**

Pay Code Report

Account Summary

12/1/2022 - 12/31/2022

Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	75	0
	- Total:	**75**	**0**
01-105-50100-0000-1	Salaries - Permanent Employees	123.06	3433.75
01-110-50100-0000-1	Salaries - Permanent Employees	250.4	8269
01-115-50100-0000-1	Salaries - Permanent Employees	210.9	5966.81
01-115-50200-0000-1	Overtime	7.53	265.83
01-140-50100-0000-1	Salaries - Permanent Employees	321.39	9925.52
01-140-50200-0000-1	Overtime	1.79	72.56
01-150-50100-0000-1	Salaries - Permanent Employees	5382.75	155162.9
01-150-50150-0000-1	Wages - Temporary Employees	280	5062.4
01-150-50200-0000-1	Overtime	515.35	21612.44
01-155-50100-0000-1	Salaries - Permanent Employees	564.77	10950.03
01-155-50200-0000-1	Overtime	15.96	386.39
01-160-50100-0000-1	Salaries - Permanent Employees	64	3061.43
01-165-50100-0000-1	Salaries - Permanent Employees	389.83	7989.1
01-165-50200-0000-1	Overtime	5.97	164.51
01-175-50100-0000-1	Salaries - Permanent Employees	288.98	8085.84
01-180-50100-0000-1	Salaries - Permanent Employees	1055.22	22240.64
01-180-50200-0000-1	Overtime	16.5	405.41
01-180-50800-0000-1	Auto Allowance	0	96.93
	01 - GENERAL FUND Total:	**9494.4**	**263151.49**
20-200-50100-0000-1	Salaries/Permanent Employees	297.9	7571.41
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	**297.9**	**7571.41**
30-500-50100-0000-1	Salaries - Permanent Employees	1529.85	43541.55
30-500-50150-0000-1	Wages - Temporary Employees	32.41	615.28
30-500-50200-0000-1	Overtime	55.33	2187.49
30-500-50800-0000-1	Auto Allowance	0	161.54
	30 - SEWER Total:	**1617.59**	**46505.86**
31-505-50100-0000-1	Salaries - Permanent Employees	401.65	13463.15
31-505-50200-0000-1	Overtime	8.97	270.59
31-505-50800-0000-1	Auto Allowance	0	64.62
	31 - REFUSE/RECYCLING Total:	**410.62**	**13798.36**
32-510-50100-0000-1	Salaries - Permanent Employees	1062.75	29755.71
32-510-50200-0000-1	Overtime	63.42	2144.99
32-510-50800-0000-1	Auto Allowance	0	161.53
	32 - WATER Total:	**1126.17**	**32062.23**
34-520-50100-0000-1	Salaries - Permanent Employees	133	2287.6

Account	Account Description	Units	Pay Amount
	34 - PUBLIC TRANSPORTATION Total:	**133**	**2287.6**
	Report Total:	**13154.68**	**365376.95**

City of McFarland, CA

Pay Code Report

Pay Code Summary

12/1/2022 - 12/31/2022

Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Advanced POST - Advanc	Advanced POST Certificate	3	0	48.45
Auto Allowance - Auto All	Auto Allowance	3	0	484.62
Bachelor's Degree - Bache	Bachelor's Degree	12	0	110.76
Bereavement - Bereavem	Bereavement Pay	1	16	923.08
Bilingual - Bilingual	Bilingual	15	0	207.69
Bldg Insp - Building Inspe	Building Inspector	3	0	600
Cash Out - Pers Day - Cash	Cash Out - Pers Day	1	9	170.91
Cash Out - VAC - Cash Out	Cash Out - Vacation	2	83.07	1440.57
Comp Time Earned - Com	Compensatory Time Earned	7	75	0
Comp Time Taken - Comp	Compensatory Time Taken	3	21.68	514.25
Holiday - Holiday Pay	Holiday Pay	59	631	15670.06
Holiday - Reg - Holiday - R	Holiday - Regular	47	761	21609.77
Hourly - Hourly	Hourly	143	9602.79	254719.38
Intermediate POST - Inter	Intermediate POST Certificate	4	0	55.37
K-9 Officer - K-9 Officer	K-9 Officer	3	0	55.38
Military - Military Leave W	Military Leave With Out Pay	3	0	0
Notary - Notary	Notary	3	0	41.55
OT - Overtime	Overtime	79	762.91	29134.07
Personal - Personal Day	Personal Day	6	69	1629.33
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	3	0	34.74
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	3	0	103.86
Salary - Salary	Salary	2	189.08	7923.07
Salary - Elected - Salary - I	Salary - Elected Officials	5	0	1000
Sergeant - Sergeant	Sergeant	3	0	62.31
Sick - Sick Pay	Sick Pay	41	363.77	9351.49
SPSL - Supplemental Paid	Supplemental Paid Sick Leave	3	65.57	1262.06
Standby - Standby	Standby	15	0	1657.31
Vacation - Vacation Pay	Vacation Pay	24	320.81	8834.14
Workers Comp - Workers	Workers Comp Pay	5	184	7732.73
		Report Total:	**13154.68**	**365376.95**

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
December 08, 2022

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

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Absent: Mayor Sally Tafoya

OFFICIALS PRESENT

City Manager/Chief of Police Williams, City Attorney Hodges, Community Development Director L. Ronk III, Finance Director Viramontes, Human Resources Director Arias, Deputy City Clerk Drake

Officials Absent: Public Works Director Gonzales, City Clerk Alvarado

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Councilmember S. Ayon

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Recognition award: Brianahi DeLeon

Councilmember Saul Ayon presented Brianahi DeLeon with an award recognizing her outstanding performance and commitment to the City of McFarland.

PUBLIC COMMENTS

1. **Phil Corr 117 5th St McFarland, CA –** Mr. Phil Corr reiterated his support for a larger police station. Mr. Corr then conveyed his concern for public records requests, the amount of time it takes to for the requests to get answered, and the requests which get denied. He shared his displeasure about the potential lack of transparency. Mr. Corr expressed his desire for residents to have a longer time to make comments at meetings.

Public Comment Closed at 6:08 p.m.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

1. Approval of Payroll Report for the month of November 2022 in the amount of $277,273.19.

2. Approval of Expense Report in the Amount of $391,264.07 from November 2, 2022, to November 15, 2022.

3. Approval of December 1, 2022, Special Meeting Minutes.

4. Resolution NO. 2022- 0126, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE FUNDING OF ENVIRONMENTAL WORK FOR SAN JOAQUIN RENEWABLES.

5. Resolution NO. 2022- 0127, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE DESIGN OF THE ELMO HWY, PERKINS AVE, AND SHERWOOD AVE OVERPASSES.

6. Report, Discuss, and Possible Approval of Resolution NO. 2022- 0128, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING A BUDGET AMENDMENT OF $1,500.00 TO THE GENERAL FUND FOR THE CITY OF MCFARLAND CHRISTMAS TREE LIGHTING EVENT.

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

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S, Tafoya
Full consensus 6:12 p.m.

PUBLIC HEARINGS

7. It is Recommended that the City Council Conduct a Public Hearing to Receive Public Input of the Consideration and Adoption of Resolution NO. 2022- 0129, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE 6TH CYCLE 2023-2031 MCFARLAND HOUSING ELEMENT AND THE ACCOMPANYING INTIAL STUDY AND NEGATIVE DECLARATION.

a. Staff Report– Community Development Director L. Ronk III
Presentation- Cornelius Nuworsoo

b. Open the Public Hearing and Receive Public Testimony: 6:40

1. Nuworsoo responded to a question he received in November 29th's meeting. The question inquired about the 6th Cycle and the reason it uses that term. The term 6th Cycle is used by the California Department of Housing Development and specifies the time window in which cities are to conduct their housing needs and assessments.

c. Close Public Hearing: 6:42 p.m.

d. **Motion was made by: Councilmember S. Ayon** to Approve Resolution NO. 2022-0129, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE 6TH CYCLE 2023-2031 MCFARLAND HOUSING ELEMENT AND THE ACCOMPANYING INTIAL STUDY AND NEGATIVE DECLARATION **2nd by: Councilmember A. Ayon**.
ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 6:43 p.m.

e. Direct Staff to Schedule Second Reading and Adoption of Ordinance No.0011-2022 For the Next Regular City Council Meeting of December 22, 2022.

8. Introduction and First Reading of Amendment to the Building Code Ordinance NO. 0011 -2022, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ORDINANCE NO. G-8866 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTERS 17.04, 17.06, 17.08, 17.10, 17.12, 17.16, 17.20, 17.24, 17.26, 17.28, 17.32, 17.34, 17.36, 17.40, 17.44, 17.48, and 17.56 OF TITLE 17 OF THE ORDINANCE CODE OF THE COUNTY OF KERN CONCERNING BUILDING REGULATIONS, RESIDENTIAL CODE, BUILDING CODE, GREEN BUILDING STANDARDS CODE, MECHANICAL CODE, HOUSING CODE, PLUMBING CODE, ELECTRICAL CODE, SEISMIC STRENGTHENING PROVISIONS FOR UNREINFORCED MASONARY BEARING WALL BUILDINGS, GRADING CODE, FIRE CODE, WILDLAND URBAN ENTERFACE CODE, DANGEROUS BUILDINGS CODE, BUILDING RELOCATION, MOBILE HOME AND ACCESSORY STRUCTURES, FLOOD PLAIN MANAGEMENT CODE, AND ENERGY CODE AND AMENDING SECTION 1 OF ORDINANCE NOS. 004-2020 AND 005-2020 OF THE CITY OF MCFARLAND AND MCFARLAND MUNICIPAL CODE SECTION 15.04.160.

a. Staff Report: Community Development Director L. Ronk III

b. Open Public Hearing and Receive Public Testimony: 6:46 p.m.

1. Councilmember S. Ayon asked Larry Ronk to clarify the time window. Mr. Ronk responded by informing Councilmember S. Ayon when a code comes out it generally takes until the next year for all cities to adopt it.

c. Close Public Hearing: 6:47 p.m.

d. **Motion was made by: Councilmember S. Ayon** to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance NO. 0011-2022, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ORDINANCE NO. G-8866 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTERS 17.04, 17.06, 17.08, 17.10, 17.12, 17.16, 17.20, 17.24, 17.26, 17.28, 17.32, 17.34, 17.36, 17.40, 17.44, 17.48, and 17.56 OF TITLE 17 OF THE ORDINANCE CODE OF THE COUNTY OF KERN CONCERNING BUILDING REGULATIONS, RESIDENTIAL CODE, BUILDING CODE, GREEN BUILDING STANDARDS CODE, MECHANICAL CODE, HOUSING CODE, PLUMBING CODE, ELECTRICAL CODE, SEISMIC STRENGTHENING PROVISIONS FOR UNREINFORCED MASONARY BEARING WALL BUILDINGS, GRADING CODE, FIRE CODE, WILDLAND URBAN ENTERFACE CODE, DANGEROUS BUILDINGS CODE, BUILDING RELOCATION, MOBILE HOME AND ACCESSORY STRUCTURES, FLOOD PLAIN MANAGEMENT CODE, AND ENERGY CODE AND AMENDING SECTION 1 OF ORDINANCE NOS. 004-2020 AND 005-2020 OF THE CITY OF MCFARLAND AND MCFARLAND MUNICIPAL CODE SECTION 15.04.160. **2nd by: Councilmember A. Ayon**

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 6:49 p.m.

e. Direct Staff to Schedule Second Reading and Adoption of Ordinance No.0011-2022 For the Next Regular City Council Meeting of December 22, 2022.

ADMINISTRATIVE AGENDA

9. Motion was made by Councilmember A. Ayon to approve Resolution NO. 2022-0130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING MEMORANDUM OF UNDERSTANDING FOR HOSTING CIVICSPARK FELLOW; 2nd by: Councilmember R. Cano.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 6:52 p.m.

10. Motion was made by Councilmember S. Ayon to approve Resolution NO. 2022-0131, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR DEVELOPMENT IMPACT FEE UPDATE; 2nd by: Councilmember R. Cano.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 6:55 p.m.

11. Motion was made by Councilmember S. Ayon to approve Resolution NO. 2022- 0134, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION AND ADOPTION OF THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM; 2nd by: Councilmember R. Cano.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 6:58 p.m.

12. Report, Discuss, and Provide Staff Direction of a Speed Bump Policy for the City of McFarland.

*Council directed the City Manager to meet with the City Attorney and further discuss the matter concerning city speed bumps.

13. Motion was made by Councilmember S. Ayon to approve Resolution NO. 2022- 0136, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE RECLASSIFICATION OF THE FINANCE MANAGER POSITION TO THE ACCOUNTING SUPERVISOR POSITION AND ESTABLISHING AN UPDATED JOB DESCRIPTION AND SALARY RANGE FOR THE ACCOUNTING SUPERVISOR POSITION; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 7:07 p.m.

14. Motion was made by Councilmember S. Ayon to approve Direction of Structural Changes in the McFarland Police Department; 2nd by: Councilmember R. Cano.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 7:15 p.m.

15. Motion was made by Councilmember A. Ayon to approve of Resolution NO. 2022-0137, A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA, ESTABLISHING A CITY COUNCIL COMMITTEE TO REVIEW ALL CANNABIS RELATED ITEMS WITHIN THE CITY OF MCFARLAND; 2nd by: Councilmember R. Cano.

ROLL CALL VOTE: 4/0
AYES: Mayor Pro-Tem Pérez, S. Ayon, R. Cano, A. Ayon
NAYS: None
ABSTAIN: None
ABSENT: Mayor S. Tafoya
Full consensus 7:20 p.m.

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

Amador Ayon- Invited the public to the city's Christmas activities and thanked everyone for their hard work.

Ricardo Cano- Mentioned McFarland will have its first Christmas tree lighting ceremony and thanked those who made it possible.

Saul Ayon- Thanked the residents for voting and passing measures O and M. He mentioned it is now up to the Board to deliver on their promises and move forward with what is best for the community. Serving the community is important and requested the next meeting recognize the length of which employees have been with the City of McFarland. He inquired about the impact fees and their status. Thanked Diego, Larry, and the board.

María T. Pérez- Thanked the board for assisting in keeping the meeting on track and for those who attended in-person and online. Mayor Pro Tem mentioned she will be attending the parade and will be with her school and their float in the parade.

CLOSED SESSION

ADJOURNMENT

Meeting adjourned at 7:25 p.m.

_____

Sarah Drake, Deputy City Clerk

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
December 08, 2022

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

CALL TO ORDER

Mayor Pro Tem Pérez called the meeting to order at 7:35 p.m.

ROLL CALL

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

Councilmembers Absent: Mayor S. Tafoya

OFFICIALS PRESENT

Chief of Police/City Manager Williams, City Attorney Hodges, Finance Director Viramontes, Human Resources Director Arias, Deputy City Clerk Drake

Officials Absent: Public Works Director Gonzales, Community Development Director Ronk, City Clerk Alvarado

INVOCATION

None

PLEDGE OF ALLEGIANCE

None

PUBLIC COMMENTS

No comments from the public were presented.

Public comment closed at 7:36 p.m.

DEPARTMENTAL REPORTS

None

ADMINISTRATIVE AGENDA

None

CLOSSED SESSION AGENDA

1. Significant exposure to litigation pursuant to § 54956.9(b): (one case)
   Report out: During Closed session of the Special Meeting, Council was advised of the one potential litigation matter. After discussion, Council gave direction to the City Manager; no further reportable action was taken.

ADJOURNMENT

Meeting adjourned at 8:11 p.m.

_____

Sarah Drake, Deputy City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
December 22, 2022

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember A. Ayon, Councilmember Gonzalez

Councilmembers Absent: None

**1 Vacant Councilmember Seat*

OFFICIALS PRESENT

City Manager/Chief of Police Williams, City Attorney Hodges, Community Development Director L. Ronk III, Public Works Director Gonzales, Human Resources Director Arias, City Clerk Alvarado

Officials Absent: Finance Director Viramontes

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Councilmember Gonzalez

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Years of Service Recognition Awards on Behalf of Mayor Saul Ayon

Council recognized City Employees for their years of service and presented awards to them.

- Recognition Award Presented to the Lions Club on Behalf of Mayor Saul Ayon

Mayor S. Ayon recognized and thanked the McFarland Lions Club for their dedicated service to the City of McFarland and presented them with an award.

PUBLIC COMMENTS

Public comment opened at 6:21 p.m.

1. **Phil Corr 117 5th Street- Library-** Mr. Phil Corr handed out two versions of the New York Times Magazine Article and briefly spoke about the article.

Public Comment Closed at 6:24 p.m.

DEPARTMENTAL REPORTS

A. Public Works Department
   - Pothole Repairs
   - 2nd Street Improvements

Public Works Director Gonzales gave brief updates on topics listed above.

Public Comments:

Geno Barajas asked if Public Works has a crew that goes out to repair potholes? PW Director Gonzales responded yes that it is the streets crew.

Jose Hernandez asked Public Works Director Gonzales if they had a tentative schedule for street pothole repairs that would indicate what street were going to be repaired and when. PW Director responded yes, they do have a schedule for pothole repairs. But that they are currently working on obtaining a schedule for pavement management that would repair the entire street.

B. Community Development Department
   - Data Ticket

Community Development Director Ronk gave brief update on topic listed above.

C. Human Resources Department
   - Health Care Plans

This item not addressed.

CONSENT AGENDA

1. Approval of Expense Report in the Amount of $ 269,284.33 from November 16, 2022, to November 29, 2022.

2. Resolution NO. 2022- 0138, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

3. Resolution NO. 2022- 0139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS.

4. Resolution NO. 2022- 0141, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE FUNDING OF PLANNING PROFESSIONAL SERVICES FOR TRACT 7393, TRACT 7292, AND SB2 PLANNING GRANT.

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

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus
**1 Vacant Councilmember Seat*

PUBLIC HEARINGS

5. Second Reading of Amendment to the Building Code Ordinance NO. 0011 -2022, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ORDINANCE NO. G-9179 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTERS 17.04, 17.06, 17.08, 17.10, 17.12, 17.16, 17.20, 17.24, 17.26, 17.28, 17.32, 17.34, 17.36, 17.40, 17.44, 17.48, and 17.56 OF TITLE 17 OF THE ORDINANCE CODE OF THE COUNTY OF KERN CONCERNING BUILDING REGULATIONS, RESIDENTIAL CODE, BUILDING CODE, GREEN BUILDING STANDARDS CODE, MECHANICAL CODE, HOUSING CODE, PLUMBING CODE, ELECTRICAL CODE, SEISMIC STRENGTHENING PROVISIONS FOR UNREINFORCED MASONARY BEARING WALL BUILDINGS, GRADING CODE, FIRE CODE, WILDLAND URBAN ENTERFACE CODE, DANGEROUS BUILDINGS CODE, BUILDING RELOCATION, MOBILE HOME AND ACCESSORY STRUCTURES, FLOOD PLAIN MANAGEMENT CODE, AND ENERGY CODE AND AMENDING SECTION 1 OF ORDINANCE NOS. 004-2020 AND 005-2020 OF THE CITY OF MCFARLAND AND MCFARLAND MUNICIPAL CODE SECTION 15.04.160.

    a. Staff Report: Presented by: Community Development Director L. Ronk III

    b. Stated for Record Ordinance Number Correction to Reflect G-9179 of the County of Kern.

    c. Open Public Hearing and Receive Public Testimony: 6:34 p.m.

No Comments from the public were presented.

d. Close Public Hearing: 6:34 p.m.

e. Motion was made by: Vice Mayor Cano to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, Ordinance NO. 0011-2022, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ORDINANCE NO. G-9179 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTERS 17.04, 17.06, 17.08, 17.10, 17.12, 17.16, 17.20, 17.24, 17.26, 17.28, 17.32, 17.34, 17.36, 17.40, 17.44, 17.48, and 17.56 OF TITLE 17 OF THE ORDINANCE CODE OF THE COUNTY OF KERN CONCERNING BUILDING REGULATIONS, RESIDENTIAL CODE, BUILDING CODE, GREEN BUILDING STANDARDS CODE, MECHANICAL CODE, HOUSING CODE, PLUMBING CODE, ELECTRICAL CODE, SEISMIC STRENGTHENING PROVISIONS FOR UNREINFORCED MASONARY BEARING WALL BUILDINGS, GRADING CODE, FIRE CODE, WILDLAND URBAN ENTERFACE CODE, DANGEROUS BUILDINGS CODE, BUILDING RELOCATION, MOBILE HOME AND ACCESSORY STRUCTURES, FLOOD PLAIN MANAGEMENT CODE, AND ENERGY CODE AND AMENDING SECTION 1 OF ORDINANCE NOS. 004-2020 AND 005-2020 OF THE CITY OF MCFARLAND AND MCFARLAND MUNICIPAL CODE SECTION 15.04.160.2nd by: Councilmember A. Ayon.

Clerk Alvarado stated for the record that newly adopted ordinance No. 0011-2022 would be posted in the designated posting locations within 15 days of its passage.

Motion was made by: Vice Mayor Cano to approve item 5; 2nd by: Councilmember A. Ayon

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus
**1 Vacant Councilmember Seat*

ADMINISTRATIVE AGENDA

6. Report, Discussion, and Possible Approval of Resolution NO. 2022-0142, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ESTABLSHING DEPOSIT AMOUNTS FOR RESIDENTIAL AND COMMERCIAL UTILITY ACCOUNTS.

Councilmembers discussed.

Motion was made by: Councilmember A. Ayon to approve Resolution No. 2022-0142; 2nd by: Vice Mayor Cano

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NAYS: *None*
ABSTAIN: *None*
ABSENT: *None*

Full consensus
**1 Vacant Councilmember Seat*

7. Report, Discussion, and Possible Approval of Resolution NO. 2022- 0143, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE EAST PERKINS WATER WELL PROJECT.

Council Questions.

Public Comment: Jose Hernandez 602 7th Steet- Asked if the cost was dependent on the depth of the well and asked if minerals were found what the process would be.

Motion was made by: Vice Mayor Cano to approve Resolution NO. 2022-0143; 2nd by: Councilmember A. Ayon

ROLL CALL VOTE: *4/0*
AYES: *S. Ayon, R. Cano, A. Ayon, A. Gonzalez*
NAYS: *None*
ABSTAIN: *None*
ABSENT: *None*

Full consensus
**1 Vacant Councilmember Seat*

8. Report, Discussion, and Possible Approval of Resolution NO. 2022- 0144, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE FUNDING OF PROFESSIONAL SERVICES BY DATATICKET.

Motion was made by: Councilmember A. Ayon to approve Resolution No. 2022-0144; 2nd by: Vice Mayor Cano

ROLL CALL VOTE: *4/0*
AYES: *S. Ayon, R. Cano, A. Ayon, A. Gonzalez*
NAYS: *None*
ABSTAIN: *None*
ABSENT: *None*

Full consensus
**1 Vacant Councilmember Seat*

Clerk Alvarado stated for the record that Resolution No. 2022-0144 has a typo under the 5th whereas paragraph the date should reflet 2022 not 2023.

9. Report, Discussion, and Possible Approval of Resolution NO. 2022- 0145, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND FOR THE PURCHASE OF LAND WITHIN THE AGREEMENT FOR PURCHASE AND SALE OF PERMANENT EASEMENT.

Council questions.

Public Comments:

Developer -Dr. Michael Hair stated they will also be giving the landowner an additional - one hundred and twenty thousand dollars in addition to the appraisal.

Motion was made by: Vice Mayor Cano to approve Resolution No. 2022-0145; 2nd by: Councilmember A. Ayon

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus
**1 Vacant Councilmember Seat*

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Delano Mosquito Abatement District (DMAD) – Vice Mayor Ricardo Cano

b. Kern Council of Governments (KCOG)-

c. Kern Economic Development Corp. (KEDC) –

d. Kern County Association of Cities (KCAC) -

e. Poso Creek (IRWMP)- Mayor S. Ayon

f. Kern Local Agency Formation Commission (LAFCO) – Mayor S. Ayon

COUNCIL STATEMENTS AND REPORTS

Anita Gonzalez- No Comments.

Ricardo Cano- Thanked everyone who showed up to the meeting and congratulated the newly elected members. He expressed his thoughts regarding the New York Times article stating that he is certain that our Chief of Police doesn't envy anyone and nor does the council.

Amador Ayon- Thanked everyone for their hard work and support. He assured that he will continue to strive to do the very best for the community he lives in to make it a better city.

Saul Ayon- Expressed his thoughts in regard to the New York Times article saying that he found it very disrespectful. He stated that he was disappointed with the comments stated in the article about Mr. White. He requested that staff agendize selecting new members to Committee/Special District meetings.

ADJOURNMENT:
Mayor S. Ayon requested a Motion to adjourn meeting motion was made by: Councilmember A. Ayon to Adjourn Meeting 2nd by: Vice Mayor Cano

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus
**1 Vacant Councilmember Seat*

Meeting adjourned at 7:04 p.m.

CLOSED SESSION

_____

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

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

DATE: January 12, 2023

SUBJECT: Report, Discuss, and Possible approval of Agreement with The Regents of the University of California.

SUMMARY:

City staff applied for a grant through California for All Animals Program. This grant would help spay and neuter more dogs picked up on city streets. This will help provide the shelter with the ability to spay and neuter more dogs in the community so they may be accepted by a rescue or adopted by residents. This grant does not require any match but does require quarterly reporting that will be shared. This information would include the number of dogs rescued, adopted, picked up, surrendered, etc.

Staff believes that this is a great opportunity to receive $108,000.00 to increase spays and neuters of dogs in the community.

RECOMMENDATION:

Staff recommends the City Council to approve Resolution No. 2023-0001 for approval of the agreement with The Regents of the University of California and have the City Manager execute agreement.

FISCAL IMPACT:

This will have a cost savings to the city.

ATTACHMENTS:

Resolution 2023-0001
AGREEMENT

RESOLUTION NO. 2023-0001
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA for SPAY AND NEUTER

WHEREAS, the CITY has applied for a grant through Welcome Grant from UC Davis; and

WHEREAS, the City was selected for grant funding of $108,000.00; and

WHEREAS, the CITY will be required to share quarterly reports on animal intake, rescues, adoptions, etc.; and

WHEREAS, the grant will help with spay/neutering animals at the shelter for adoption and rescue; and

WHEREAS, the CITY approves agreement with the Regents of the University of California; and

WHEREAS, the City Council received both written and oral testimony of Grant Agreement on January 12th, 2023; and

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

1) The foregoing recitals are true and correct.

2) The Agreement is in the best interest of the City.

3) The City Manager is hereby authorized and directed to execute agreement with the Regents of the University of California.

4) The City Clerk shall certify to the passage and adoption of this resolution.

5) This resolution is effective immediately.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of the City of McFarland at a meeting held on Thursday, January 12th, 2023, moved by Councilmember _____and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

_____
Saul Ayon, Mayor

_____
Francisca Alvarado, City Clerk

Attachments:

- Agreement

SHELTER SERVICES AGREEMENT

(City of McFarland)

THIS SHELTER SERVICES AGREEMENT (**"Agreement"**) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (**"Facility"**) and CITY OF MCFARLAND (**"Shelter"**) in connection with the California for All Animals statewide animal shelter assistance program (**"Program"**).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in **"Exhibit A"**, attached hereto and by this reference made a part hereof (collectively the **"Services"**). University shall reimburse Shelter for costs (**"Expenses"**) pursuant to Section 2 below and as outlined in Exhibit A. **"Deliverables"** shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed $108,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.

3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2023.

4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.

5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.

6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.

8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.

9. **Relationship of the Parties**. The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.

10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Larry Ronk
Community Development Director
City of McFarland
401 W Kern Ave
McFarland, CA 93250
E-mail: lronk@mcfarlandcity.org

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.

13. **Governing Law.** This Agreement shall be construed pursuant to California law.

14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Nonprocurement Programs (https://www.sam.gov/index.html/##11#1). This agreement shall be

subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

15. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.

17. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

CITY OF MCFARLAND	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By: _____ (authorized signature)	By: _____
Print name: _____	UC Davis
Title: _____	
Date: _____	Date: _____

Exhibit A

Scope of Work

1. Purpose of the work: *City of McFarland will partner with SNIP Bus to provide spay/neuter clinics to their communty.*

2. Roles and responsibilities of each party: *City of McFarland will partner with SNIP Bus to provide quarterly spay/neuter clinics to their communty for one year, with the goal of providing 20 spay/neuter surgeries per three-day clinic. No university equipment will be used.*

3. Dates and times will the work be completed: *Work will be completed during the contract period of December 15, 2022 through December 14, 2023.*

4. Location where work will be performed: *401 W Kern Ave, McFarland, CA 93250*

5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.*

6. Project milestones: *Program pilot to be completed by December 14, 2023.*

7. Total cost of the services*: Total of services not to exceed $108,000. No construction costs will be funded through this grant.*

   Items:

   - *SNIP Bus Partnership*
     - *Spay/neuter clinics at $27,000 each x 4 $108,000*

   Total expenses: $108,000

8. Payment schedule: *Payment will be upon execution of the agreement.*

9. Anticipated additional work: *Additional work is not anticipated at this time.*

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, Chief/City Manager

Mario Gonzales, Public Works Director

Octavio Gonzalez, WWTP/ Supervisor

DATE: January 12, 2023

SUBJECT: Report, Discuss, and Possible Approval of Cannon's proposal for the Engineering Services to Update to the Sewer System Management Plan (SSMP).

SUMMARY:

The City of McFarland completed its first SSMP in April 2011 and completed an Update in October 2013. This SSMP is essentially a management plan on the sewer collections system. The plan has a method for documenting spills and established a schedule for critical maintenance items.

The State Water Resources Control Board (SWRCB) emailed the WWTP staff in the summer of 2022 and again in early November 2022, requesting the City's SSMP update along with a request for re-certification of the SSMP. This will involve an update to the SSMP. Cannon has prepared numerous SSMP updates including the City's 2011 SSMP. Cannon was contacted to provide a cost to update the City of McFarland SSMP.

The SWRCB is currently circulating modifications to the General Order for Sanitary Sewer Systems. We will consider the draft requirements for the SSMP update.
The draft requirements are very similar as previous SSMP chapters. However, the spillage volume reporting is now broken down into small volume reporting. There are also recommended operator certification requirements.

RECOMMENDATION:

Staff recommends City Council approve and allow Cannon to update SSMP.
Fees: Engineer's services, $12,100.00.

FINANCIAL IMPACT:

Enterprise fund

Wastewater Treatment Plant

ATTACHMENT:

Proposal for Engineering service to update to the Sewer System Management Plan (SSMP).

December 19, 2022

Kenny Williams
City Manager
City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

Subject: Proposal for Engineering Services to Update to the Sewer System Management Plan (SSMP)

Dear Mr. Williams:

The City of McFarland completed its first SSMP in April 2011 and completed an Update in October 2013. This SSMP is essentially a management plan on the sewer collections system. The plan has a method for documenting spills and established a schedule for critical maintenance items

The State Water Resources Control Board emailed the WWTP staff in summer 2022 and again in early November 2022 requesting the City's SSMP update along with a request to re-certification of the SSMP. This will involve an update to the SSMP. Cannon has prepared numerous SSMP updates including the City's 2011 SSMP. Cannon was contacted to provide a cost to update the City of McFarland SSMP. This letter proposal serves as a proposal to complete the SSMP update.

The SWRCB is currently circulating modifications to the General Order for Sanitary Sewer Systems. We will consider the draft requirements for the SSMP update.

The draft requirements are very similar as Previous SSMP chapters. However, the spillage volume reporting is now broken down into small volume reporting. They are also recommended operator certification requirements.

Cannon is prepared to start and complete the SSMP update by the end of this calendar year. This letter proposal provides a Scope of Work for the various chapters of the SSMP document.

Scope of Work

The effort for updating the sewer management plan is outlined below.

- Sanitary Sewer Management Plan. –
  - Review existing SSMP
  - Updated various exhibits for Update including Collections system Map
  - Develop Maintenance Schedule
  - Determine Capital Improvements Plan and document.
  - Document historic SSMP Maintenance efforts
  - Conduct Kickoff and progress meeting for review of Draft Chapters

Fees

A lump sum of **Twelve thousand one hundred dollars ($12,100**) is hereby established for Engineer's services, unless amended by scope of services or schedule changes.

Schedule

Draft chapters will be provided to the District staff as they are completed. Comments will be incorporated to final chapters. It is anticipated that the final SSMP Update will be completed by the end of March 31, 2023.

Should you need additional information, or have questions regarding this proposal, please call us. We look forward to hearing from you.

Sincerely,

Amando Garza, P.E.
Senior Principal Engineer
AG/skh

cc: Tom Schroeter, Attorney-at-Law

Cannon

2022/2023 Fee Schedule
Bill Rate Ranges
Subject to change

Assistant Resident Engineer	$ 140 - $ 169
Associate Engineer	$ 157 - $ 200
Associate Land Surveyor	$ 185 $ 208
Associate Landscape Architect	$ 158 - $ 177
Automation Specialist	$ 147 - $ 165
Automation Technician	$ 113 - $ 127
CAD Tech	$ 101 - $ 113
CAD Manager	$ 120 - $ 134
Construction Inspector I - III	$ 111 - $ 154
Design Engineer	$ 130 - $ 158
Director/ Department Manager	$ 187 - $ 264
Engineer Tech	$ 108 - $ 121
Engineering Assistant I - II	$ 92 - $ 116
Grant Funding Manager I - II	$ 141 - $ 177
I&E Services Coordinator	$ 103 - $ 116
Information Systems Admin/Manager	$ 120 - $ 134
Land Surveyor	$ 174 - $ 196
Landscape Architect	$ 118 - $ 132
Landscape Designer I - II	$ 103 - $ 127
Lead Automation Specialist	$ 162 - $ 182
Lead Automation Technician	$ 127 - $ 143
Lead Designer	$ 130 - $ 149
Office Engineer / Document Control I-III	$ 107 - $ 140
Plan Check Engineer I - II	$ 123 - $ 165
Planner I - III	$ 113 - $ 143
Planning Assistant	$ 92 - $ 116
Principal Automation Specialist	$ 176 - $ 198
Principal Designer	$ 120 - $ 163
Principal Engineer	$ 185 - $ 244
Project Designer	$ 114 - $ 143
Project Engineer	$ 141 - $ 173
Resident Engineer	$ 179 - $ 201
Sr. Associate Architect	$ 195 $ 219
Sr. Associate Engineer	$ 173 - $ 219
Sr. Automation Specialist	$ 172 - $ 193
Sr. Automation Technician	$ 137 - $ 154
Sr. CAD Tech	$ 109 - $ 122
Sr. Consultant / Principal-in-Charge	$ 249 - $ 297
Sr. Land Surveyor	$ 203 - $ 228
Sr. Landscape Architect	$ 172 - $ 193
Sr. Plan Check Engineer	$ 169 $ 189
Sr. Principal Designer	$ 130 - $ 184
Sr. Principal Engineer	$ 196 - $ 266
Sr. Project Designer	$ 114 - $ 156
Sr. Project Engineer	$ 147 - $ 187
Sr. Resident Engineer	$ 192 - $ 216
Survey Assistant	$ 103 - $ 116
Survey Technician I - V	$ 120 - $ 183
Technical Writer I - IV	$ 92 - $ 116

Survey Crew Rates - Regular	
One-Man Field	$ 195
Two-Man Field	$ 270
Three-Man Field	$ 355
Two-Man - HDS	$ 310

Survey Crew Rates - Prevailing Wage	
One-Man Field	$ 230
Two-Man Field	$ 330
Three-Man Field	$ 470

Electrical - Prevailing Wage	
Electrician	$ 185

Building and Construction Inspector - Prevailing Wage	
BCI Construction Inspector	$ 150

Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	$2.00 per page	Color Plots	$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 10%	Airplane Mileage Rate	GSA Rate per mile
Technology Fee	$30/Day		

All expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours.

The stated rates are subject to change, typically on an annual basis.

PREVAILING WAGE INFORMATION REQUEST

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements. Thank you!

Legal Name of Cannon PWC Registration No.	Cannon Corporation 1000001861
Cannon Project Number	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

Client's Project Name	
DIR Project ID (PWC-100)	
Applicable Bid Advertisement Date	
Client's Representative for DIR Project ID Information	Name: E-mail: Phone No.:
Labor Compliance Program (LCP) Applicable to this Project?	Yes ☐ or No ☐ If yes, please confirm if Cannon will be Subject to the LCP and provide a copy of the LCP manual to Cannon before the start of the project. Thank you.

Cannon

ACCEPTANCE OF PROPOSAL

Proposal Date:	December 16, 2022
Client:	City of McFarland
	Attention: Kenny Williams, City Manager
	401 West Kern Avenue
	McFarland, CA 93250
Project:	Sewer System Management Plan (SSMP) Update
Scope of Work:	Update Sewer System Management Plan
Fixed Fees:	$12,100.00

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of invoice date. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25% (+ tax). Reimbursable Expenses are not included in fixed fee; see enclosed "Reimbursable Expense Schedule" for rates. The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: City of McFarland	Cannon
x _____	_____
Kenny Williams City Manager	Larry P. Kraemer, PE Director, Public Infrastructure C 44813
Date: _____	Date: _____

Cannon

APPENDIX A: TERMS FOR CANNON SERVICES

Section 1: The Agreement

1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

Section 2: Standard of Care

2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon's services with respect to the project in describing Cannon's experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.

2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon's supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.

2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

Section 3: Billing and Payment

3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon's current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon's invoice as a breach of this agreement.

3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.

3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.

3.5 Preparation for and/or travel time to client requested meetings will be charged at the hourly rate.

3.6 Billing rates are subject to change, typically on an annual basis.

Section 4: Additional Services

4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:

Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.

4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

Section 5: Site Access and Site Conditions

5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

Section 6: Ownership of Documents

6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.

6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6.3 The Client recognizes that changes or modifications to Cannon’s instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.

6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

Section 7: Client Responsibilities

7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.

7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.

7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.

7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.

7.5 The Client shall furnish information and shall review Cannon's work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon's services.

Section 8: Insurance

8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused to the Client because of such suspension of service.

Section 10: Disputes Resolution

10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.

10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:

(1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons or(?) entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon's use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

Section 13: Limitation of Liability

13.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of $50,000.00, whichever is greater.

Section 14: Hiring Cannon's Employees

14.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.

14.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom the client(?) choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.

14.3 This Section 14 shall be limited to those of Cannon's employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

Section 15: Prevailing Wage

15.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.

15.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams - City Manager

Mario Gonzales - Public Works Director

DATE: January 12, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0002 approving a Wastewater Treatment Plant Operator 1 job description, new salary range, the reclassification of the Wastewater Treatment Plant Operator in Training to the Wastewater Treatment Plant Operator 1, and an annual appropriation of $5,383.66 to pay for the increase in pay for the employee being reclassified.

SUMMARY:

Marvin Pop start date with the city was on August 30, 2020. One requirement was that he obtain his Wastewater Plant Operator Grade I certificate. On October 27, 2022, Marvin Pop obtained his certificate given by the CA State Water Resource Control Board, therefore he has met his requirement.

Staff recommends the reclassification of Marvin Pop from Wastewater Operator in Training, to the Wastewater Plant Operator Grade I.

Staff is recommending raising the salary range from Range 6, Step E, at $16.79 per hour for the Wastewater Plant Operator in Training to Range 9, Step F, at $18.99 per hour for the Wastewater Plant Operator Grade I as stated in the city's pay schedule and consistent with previous Wastewater Plant Operator Grade I.

In addition, staff also recommends an appropriation of an additional annual sum of $5,383.66 from wastewaters enterprise fund, to pay for the raise given to the Wastewater Plant Operator Grade I in recognition of his achievement in obtaining his Wastewater Plant Operator Grade I.

FINANCIAL IMPACT:

The Wastewater Operator in Training is currently at Salary Range 6. The proposed new salary Range 9, for the new Wastewater Plant Operator Grade I is also listed below.

Range 6- Wastewater Operator in Training

Step C: $15.21/ hr.
Step F: $17.64/ hr.
Bi-Weekly: $1,216.77 - $1,411.07 (+benefits)
Monthly: $2,636.33 - $3,057.32 (+benefits)
Yearly: $31,636.02 - $36,687.82 (+benefits)

The new recommended salary range is, Range 9 – Wastewater Plant Operator Grade I

Step B: $15.59/ hr.
Step F: $18.99/ hr.
Bi-Weekly: $1,247.19 – 1,519.57 (+benefits)
Monthly: $2,702.25 - $3,292.40 (+benefits)
Yearly: $32,426.94 - $39,508.82 (+benefits)

RECOMMENDATION:

It is recommended that the City Council of the City of McFarland adopt Resolution No. 2023-0000 approving a new job description, salary range, and reclassification of Marvin Pop from the Wastewater Plant Operator in Training to Wastewater Plant Operator Grade I. An appropriation annual sum of money of $5,383.66 from the wastewater enterprise fund, to fund the raise in pay for the Wastewater Plant Operator Grade I.

ATTACHMENT:

Resolution No. 2023-0002
Certification
Job Description

RESOLUTION NO. 2023-0002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE RECLASSIFICATION OF THE WASTEWATER TREATMENT PLANT OPERATOR IN TRANING TO WASTERWATER TREATMENT PLANT OPERATOR 1 AND AN APPROPRIATION OF AN ADDITIONAL ANNUAL SUM OF $5,383.66 FROM THE WASTEWATER FUND, TO FUND A RECOMMENDED HIGHER SALARY RANGE INCREASE FOR THE WASTEWATER TREATMENT PLANT OPERATOR 1 POSITION AT RANGE 09 STEP "F" AT $18.99/HOUR.

WHEREAS, the City Council of the City of McFarland has approved a continuing budget resolution for fiscal year 2022/2023.

WHEREAS, the City Council believes it is necessary to approve a higher salary range for the wastewater treatment plant operator 1, within the Public Works Department; and

WHEREAS, the City Council is reclassifying the current wastewater treatment plant operator in training, to the wastewater treatment plant operator 1 position.

WHEREAS, the current salary range for the wastewater treatment plant operator in training position is range 06 $31,636.02. to $36,687.82 annually. The newly proposed salary range for the wastewater treatment plant operator 1 is range 09 $32,426.94 to $39,508.82.

WHEREAS, the City Council is approving an appropriation of the additional annual sum of $5,383.66 for the funding of the wastewater treatment plant operator 1 position at the new higher salary range at F step.

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

I) The foregoing recitals are true and correct and incorporated herein as if set forth in full.

2) The City Manager is hereby authorized to reclassify wastewater treatment plant operator in training to a wastewater treatment plant operator 1.

3) The City Manager is hereby authorized to raise the pay to range 09 "F" step $39,508.82 annually.

6) The City has approved an annual appropriation of $5,383.66 from the wastewater fund to fund the higher salary range for the wastewater treatment plant operator 1.

7) The City Clerk shall certify to the passage and adoption of this resolution.

8) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 12th day of January 2023 by the following vote:

AYES: _____

NOES:_____

ABSTAIN:_____

ABSENT:_____

ATTEST:

_____
Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

_____
Saul Ayon, 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

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

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

City of McFarland

Wastewater, Operator in Training/ Grade I

SALARY: $15.98-$18.61 Hourly
$1,278.40-$1,488.80 Biweekly
$2,769.87-3,225.73 Monthly

OPENING DATE: 6/15/2021

CLOSING: Continuous

CAREER INFORMATION:

This is a continuous recruitment and may close at any time without notice. Please ensure all applicable supplemental materials are attached to your application.

Required Qualifications:

- Possession of a California Class C Driver's License.
- High School Diploma, G.E.D. or equivalent

Preferred Qualifications:

- Wastewater Grade I
- Wastewater Grade II

Special Requirements: Employment standards require that applicants must:

- Not have been convicted of a felony in any State or in any Federal jurisdiction, or of any offense in any other State or Federal jurisdiction which would have been a felony if committed in this State.
- Be of good moral character.

Physical requirements:

- AGE: Minimum age of 21 by the final hire date.

JOB DESCRIPTION:

- OIT, under the direct supervision of a certified operator, incumbents perform a variety of unskilled and semi-skilled entry level tasks in the operation and maintenance of the wastewater treatment plant along with the cities collection system. Demonstrates a full understanding of all applicable policies, procedures

and work methods associated with assigned duties. Incumbents are required to be on-call, work weekends and holidays on a rotational basis.

- Grade I, monitors, operates, services, and maintains plant equipment, collection systems, and process to ensure proper operation, which include checking: mechanical bar screen, channel differential pressure, oil drippers, air compressor pressure, draining condensation from air tank, oil level blowers, removing floating debris on lagoons. Performs routine maintenance on plant equipment, which includes maintain pumps and electrical motors; ensuring belts, drives and oil levels are properly adjusted, painting various equipment and structures, washing of plant equipment. Prepares and completes data sheets, logs and/ or reports, which includes compiling and calculating information and data. Inputting data into database or logbook. Collects wastewater samples and performs routine in-house testing. May assist in training of lower personal.

EXAMINATION:

- **Physical ability test** (Qualifying only): Will be conducted to assess each applicant's overall ability to perform the physical requirements of the position. Candidates must pass the physical ability exam to be admitted to any further portions of the examination process.
- **Oral Exam** (Weight 100%) Will be conducted to appraise the applicants training, education, experience, interest, and personal fitness for the position.
- Applicants must attain at least a 70% score on each phase of the exam process.

BACKGROUND:(Qualifying only)

A background will be conducted prior to official start date.

COMPENSATION & 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)
- Aflac 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

APPLICATION:

To apply, please complete an application online at www.mcfarlandcity.org. Resumes will not be accepted in lieu of a city employment application.

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.

CALIFORNIA
Water Boards

GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

CERTIFICATION APPLICATION FOR WASTEWATER TREATMENT PLANT OPERATOR

USE THIS FORM ONLY FOR CERTIFICATION APPLICATIONS

I. CERTIFICATION GRADE AND FEES:

Check the appropriate box to indicate which Grade Level you are applying.

GRADE I		GRADE II		GRADE III		GRADE IV		GRADE V	
☒	$125	☐	$170	☐	$225	☐	$255	☐	$255
☐	Dual $95	☐	Dual $125	☐	Dual $170	☐	Dual $190	☐	Dual $190

The Certified Dual fee applies if the applicant holds a current and valid Drinking Water Treatment and/or Drinking Water Distribution Certificate issued by the State Water Boards, Drinking Water Operator Certification Program.

If paid by electronic payment provide the Reference Code #:_____

II. APPLICANT INFORMATION:

Name: Last: Pop First: Marvin Middle: Alexis

Mailing Address: 1801 Terrace Dr Apt. #: City: Delano

County: Kern County State: CA Zip: 93215

☐ Check box if your address has changed.

Telephone: Cell/Home: (661) 567-3688 Work: (661) 792-3391 Ext:_____

OFFICE USE ONLY	
Total educational points:_____	Approved/ Denied for grade:_____
Examination date:_____	Certification issue date:_____
CPO's cert exp. date:_____	Certificate expiration date:_____
Years of qualifying experience:_____	
Signature of reviewer:_____ Date:_____	$_____ Check, Money Order, ACH/CC Payment

CPO's Name:	CPO's Grade Level:	CPO's Phone number
Did you also work as a Drinking Water Treatment of Distribution operator? If so, complete this section.		
Average number of hours per week in Water Treatment: ____	Name of Water System:	
Average number of hours per week in Water Distribution____	Address of System:	

VII. PRIOR ACTIONS:

Has a certifying body or court, for any act associated with performing duties at a facility that treats wastewater in a state other than California, in a territory, or on land under the jurisdiction of an Indian tribe, provided the duties are comparable to the duties of an operator or contract operator at a wastewater treatment plant, ever: taken final action to revoke or suspend your certification or registration; taken final action to discipline or impose administrative civil liability on you or conducted an investigation regarding you; or imposed civil or criminal liability upon you?

☐ Yes ☒ No

If YES, Explain:

Do you elect to make the irrevocable choice to substitute 16 educational points for one year of experience (as per Section 3684 (3) of the California Code of Regulations, title 23, division3, chapter 26 Operator Certification Regulations), if so please initial here _____

VIII. SIGNATURE OF APPLICANT

As the undersigned applicant, I hereby certify that all facts and statements set forth as part of this certification application are true and correct to the best of my knowledge and belief. I understand that any omissions or misrepresentations may disqualify me and may result in discipline as well as the imposition of civil liability. I authorize the State Water Resources Control Board to conduct a thorough investigation of my employment and education record and other statements for the purpose of verification of my qualifications for certification. I acknowledge that certification fees are non-refundable.

Print Name: Marvin Alexis Pop Date: _____

Original Signature: Marvin Pop

PLEASE SIGN IN BLUE INK.

VI. PREVIOUS WASTEWATER TREATMENT PLANT EXPERIENCE:

List each job separately. Attach additional sheets if necessary.

From (M/D/YY)	To (M/D/YY)	Job Classification/ position title:	
Average number of hours per week in wastewater operations:		Name of Wastewater Treatment Plant:	Name of Contract Operator (if applicable):
Mailing Address: _____			Name of Owner: _____
Street Address: _____			Telephone: (____)_____ Ext:_____
Job Duties:			
CPO's Name:		CPO's Grade Level:	CPO's Phone number
Did you also work as a Drinking Water Treatment of Distribution operator? If so, complete this section.			
Average number of hours per week in Water Treatment: ____		Name of Water System:	
Average number of hours per week in Water Distribution____		Address of System:	

PREVIOUS WASTEWATER TREATMENT PLANT EXPERIENCE:

List each job separately. Attach additional sheets if necessary.

From (M/D/YY)	To (M/D/YY)	Job Classification/ position title:	
Average number of hours per week in wastewater operations:		Name of Wastewater Treatment Plant:	Name of Contract Operator (if applicable):
Mailing Address: _____			Name of Owner: _____
Street Address: _____			Telephone: (____)_____ Ext:_____
Job Duties:			

IV. CURRENT WASTEWATER TREATMENT PLANT EXPERIENCE:

You must complete all of Section IV and **provide a copy of your duty statement** on official employer letterhead or signed by the Chief Plant Operator (CPO). Attach additional sheets if you work at more than one wastewater treatment plant. List each job separately.

From (M/D/YY)	To (M/D/YY)	Job Classification/ position title:
8/30/21	Present	Wastewater operator in training - O.I.T. I

Average number of hours per week in wastewater operations: 40	Name of Wastewater Treatment Plant: Mcfarland wastewater treatment Plant	Name of Contract Operator (if applicable):
Mailing Address: 401 W. Kern Ave. Mcfarland, CA 93250		Name of Owner city of Mcfarland
Street Address: 401 W. Kern Ave, Mcfarland, CA 93250		Telephone: (661) 792-3021 Ext:

Job Duties: Assisting in monitoring and operation of wastewater treatment plant Equipment such as, Pumps, Valves, motors and blowers. Collecting sewage and sludge samples. Assisting in daily and weekly Laboratory tests.

Do you also currently work as a Drinking Water Treatment of Distribution operator? If so, complete this section.

Name of Water System:	Average number of hours per week in Water Treatment:
Address of System	Average number of hours per week in Water Distribution

V. SIGNATURE OF CHIEF PLANT OPERATOR (CPO):

As the undersigned operator, I hereby certify that I am the Chief Plant Operator of the above-named wastewater treatment plant, and that all facts and statements set forth in this section, are true and correct to the best of my knowledge and belief. I understand that any omissions or misrepresentations may result in discipline as well as the imposition of administrative civil liability.

Telephone: (661) 667-1002 Ext:

Print Name: OCTAVIO GONZALEZ Grade: III Certification Number: 9948

Original Signature: Octavio Gonzalez Date: 10-11-22

PLEASE SIGN IN BLUE INK.

Last four digits of your Social Security Number: 9444 Date of Birth: 12/13/1993

Email Address: MarvinPop@Yahoo.com

☒ Check box to receive public notices from the Wastewater Operator Certification Program.

Check all that apply: Are you currently or have you ever been a certified California Drinking Water Operator?

☐ Treatment: Grade level:_____ Certificate#:_____ Expiration Date:_____

☐ Distribution: Grade level: _____ Certificate#:_____ Expiration Date:_____

Are you currently a certified Wastewater Treatment Plant Operator in California?

If YES, Grade:_____ Certificate Number: _____

III. EDUCATION:

You must meet the minimum educational requirements to qualify for certification as per §3687, in the Wastewater Regulations. Please see instructions for more information.

Did you graduate from High School or do you possess a GED or equivalent? Yes ☒ No ☐
If you answered yes and you haven't already done so, submit a copy of your high school diploma, GED, or equivalent.

Have you completed training coursework in math, wastewater, biology, chemistry, physics, or engineering? Yes ☐ No ☒

If you answered yes and you haven't already done so, submit a copy of the certificate of completion that has your name, the instructors name and signature, the course name, the course providers name and the number of hours of instruction.

Have you completed college or university coursework in math, wastewater, biology, chemistry, physics, or engineering? Yes ☒ No ☐

State Water Resources Control Board

October 27, 2022

Marvin A. Pop
1801 Terrace Dr.
Delano, CA 93215

GRADE I WASTEWATER TREATMENT PLANT OPERATOR CERTIFICATION

This will acknowledge receipt of your $125.00 initial certification fee for your new Grade I Wastewater Treatment Plant Operator Certificate.

The enclosed Grade I Operator Certificate is issued as a result of your successful completion of the Grade I Operator Certification examination on **09/26/2022**. This Grade I Operator Certificate replaces any prior certifications and is renewable by October 27, 2025. Only one certificate is valid at a time.

IT IS YOUR RESPONSIBILITY TO RENEW YOUR CERTIFICATE BEFORE THE EXPIRATION DATE, EVEN IF YOU DO NOT RECEIVE RENEWAL NOTIFICATION. PLEASE KEEP THE OFFICE OF OPERATOR CERTIFICATION INFORMED OF ANY CHANGE IN YOUR ADDRESS.

Section 3703 of the regulations requires that your certificate be displayed at the wastewater treatment facility where you are employed. Please remember that your new certificate remains the property of the State Water Resources Control Board and may be subject to administrative sanctions under certain circumstances described in Section 3710 of Operator Certification regulations.

If you have any questions regarding Wastewater Operator Certification, please contact me at (916) 341-5909 or via e-mail at wwopcertprogram@waterboards.ca.gov.

Sincerely,

Neal Funston

Neal Funston
Staff Services Manager I
Wastewater Operator Certification
Division of Financial Assistance

State of California

State Water Resources Control Board

Certificate of Competence

This is to certify that pursuant to the provisions of Chapter 9, Division 7 of the California Water Code

Marvin A. Pop

has fulfilled the requirements for certification as a

Grade I

Wastewater Treatment Plant Operator

Certificate Number **77160**

Issued this October 27, 2022

Original Issue Date: 10/27/2022

Expiration Date: 10/27/2025

E. Joaquin Esquivel
Chair

This certificate is the property of the State of California and in the event of its suspension, revocation or invalidation for any reason, it must be returned to the State Water Resources Control Board upon demand.

UnionBank® **PERSONAL MONEY ORDER - Remitter's Copy** **0401004132** 16-49 / 1220

NOT GOOD FOR MORE THAN ONE THOUSAND DOLLARS

MUFG UNION BANK, N.A.
SAN FRANCISCO, CALIFORNIA
800-238-4486
A4R26 055

ONE HUNDRED TWENTY FIVE AND 00 ZERO ZERO

One Hundred Twenty-Five and 00/100ths Dollars *October 11, 2022*

PAY TO THE ORDER OF ********** STATE WATER RESOURCES CONTROL BOARD **********

$ ********125.00

REMITTER: MARVIN POP

NOTICE:

1. The charge for each money order and each stop payment or renewal is disclosed in our disclosure, All About Personal Accounts and Services.
2. If after 7 years from the date issued, this personal money order has not been cashed and you have not written us about it, we must transfer the money order amount to the California State Controller.

NON-NEGOTIABLE

REMITTER'S RECEIPT

Save this receipt for your records.

THIS MULTITONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

UnionBank®

PERSONAL MONEY ORDER 0401004132 16-49 / 1220

NOT GOOD FOR MORE THAN ONE THOUSAND DOLLARS

MUFG UNION BANK, N.A.
SAN FRANCISCO, CALIFORNIA
800-238-4486
A4R26 056

ONE HUNDRED TWENTY FIVE AND 00 ZERO ZERO

One Hundred Twenty-Five and 00/100ths Dollars *October 11, 2022*

PAY TO THE ORDER OF ********** STATE WATER RESOURCES CONTROL BOARD **********

$ ********125.00

REMITTER: MARVIN POP

Marvin Pop

REMITTER'S SIGNATURE

FORM 00256-T3 (08/23/2003)

Overlay ID 00260-T3 (08/2008)

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⑈0401004132⑈ ⑆122000496⑆ 057600000⑆

OFFICE OF WATER PROGRAMS

College of Engineering and Computer Science

in Cooperation with the College of Continuing Education

This is to certify that

ARVIN [illegible]

has successfully completed a program in

Secondary Treatment

Earning [illegible] Semester Units
[illegible]

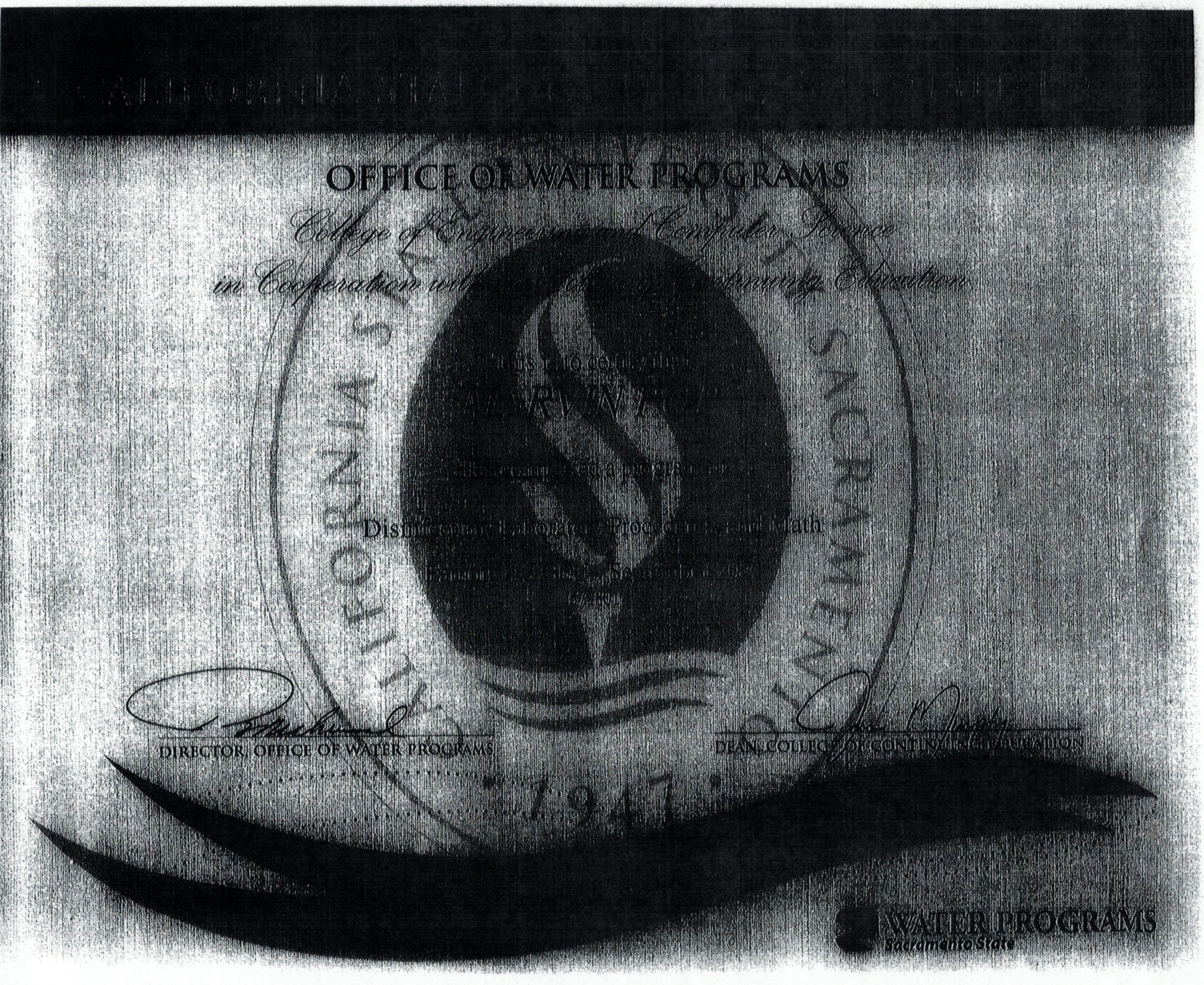
DIRECTOR, OFFICE OF WATER PROGRAMS

DEAN, COLLEGE OF CONTINUING EDUCATION

1947

WATER PROGRAMS
Sacramento State

OFFICE OF WATER PROGRAMS
College of Engineering and Computer Science
in Cooperation with Continuing Education
This is to certify
Safety
DIRECTOR, OFFICE OF WATER PROGRAMS
DEAN, COLLEGE OF CONTINUING EDUCATION
1941
WATER PROGRAMS
Sacramento State


OFFICE OF WATER PROGRAMS
College of Engineering and Computer Science
in Cooperation with
Continuing Education
DIRECTOR, OFFICE OF WATER PROGRAMS
DEAN, COLLEGE OF CONTINUING EDUCATION
1947
WATER PROGRAMS
Sacramento State

Delano High School

Delano Joint Union High School District

This Certifies That

Marvin Pop

has satisfactorily completed the requirements prescribed for graduation from this high school and is therefore entitled to this

Diploma

Given this month of June, two thousand twelve

Principal

District Superintendent

DELANO JOINT UNION HIGH SCHOOL DISTRICT

President of the Board of Trustees

Clerk of the Board of Trustees

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager

Mario Gonzales, Public Works Director

DATE: January 12, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0003. Approving the policy of the City of McFarland Relative to the Use of Road Undulations Speed Bumps for Traffic Speed Control on Public Streets.

SUMMARY:

Council requested staff to construct a policy and procedure for speed bump requests within the City limits of McFarland. Staff conducted research and drafted a policy and procedure for direction and possible approval of Resolution No. 2023-0003.

FINANCIAL IMPACT:

Unknown

RECOMMENDATION:

Staff recommends that the City Council discuss and possible adopt Resolution No. 2023-0000. For policy: Road Undulations for Traffic Speed Control on Public Streets.

ATTACHMENT:

1. Policy: Road Undulations for Traffic Speed Control on Public Streets.
2. Resolution No. 2023-0003

POLICY OF THE CITY OF MCFARLAND RELATIVE TO THE USE OF ROAD UNDULATIONS FOR TRAFFIC SPEED CONTROL ON PUBLIC STREETS

PURPOSE

The purpose of this policy is to set forth the process and criteria by which the installation of road undulations may be recommended to the City Council and to identify the conditions which they may be installed on public streets. For purposes of this policy the term "public street" shall not include alleys, whether public or private.

BACKGROUND

The use of road undulations is not intended as solution for all traffic and speed control problems. It will be the City's policy to carefully review each request for the installation of a road undulation to ensure that the proposed location and attending circumstances meet all the criteria outlined in this policy.

POLICY

1. The initiation of requests for Speed Bump installations shall be in accordance with the following:

a. All requests shall originate from the residents of the street.

b. The City Engineer shall determine the approximate location of the proposed speed undulation(s) and the affected area required for petition circulation.

c. All requests shall be in the form of a formal petition (forms will be supplied by the Public Works Department).

d. A petition supporting the installation of undulations must be submitted containing signatures of residents desiring the installation of road undulations on the subject street.

e. All petitions shall be circulated by the residents themselves. The sponsor of the petition shall circulate the petition to all residences.

l. A separate petition shall be used for each street.

g. Each petition supporting the installation of undulations shall contain the signatures of residents representing at least 75% of the residences that Face directly on the street segment as previously determined by the City Engineer.

h. Completed petitions shall be returned to: Public Works Director, City of McFarland, 401 W. Kern Ave. McFarland, Ca 93250.

2. Road Undulations shall only be installed in conformance with design guidelines that have been established by the City Engineer.

3. Prior to the installation of road undulations, the City Engineer will notify the Fire Department, the Police Department and ambulance services of each installation.

WARRANTS

The installation of road undulations on public streets will not be considered unless all of the following conditions are met over the entire proposed street segment as determined by the City Engineer:

1. The average daily traffic volume shall be more than 500 but less than 2500 through vehicles per day.

2. The street shall have a posted speed limit of 25 mph or be unposted with a prima facia limit of 25 mph.

3. More than two-thirds (66.7%) of the surveyed motorists must exceed the posted or prima facia speed limit or the 85th percentile must exceed the posted or prima facia speed limit by 10 mph.

4. The street shall not be over 44 feet wide.

5. The street shall have no more than 2 through traffic lanes. The curb adjacent to the road undulation locations must be of the raised six or eight inch standard barrier curb type and not roll-over curb.

6. The street shall have good vertical sight distance, pavement surface quality horizontal sight distance, drainage and street lighting. It must be free of unusual features which might affect the operation of road undulations.

7. The street shall be residential or local street meeting the following definitions as stated in the California Vehicle Code:

"A residential street is defined as a road having 13 or more buildings on one side of the road or 16 or more buildings on both sides of the road, within a distance of 1/4 mile. Buildings must be located with 75 feet of the roadway curb face and they must face and access the street. The street must be at least 300 feet in length and not exceed a total of one mile."

8. To avoid approach speeds of greater than 40 mph, the location of the first proposed road undulation shall be such that the approach speed in advance of the first undulation can be effectively controlled via a physical design feature such as a curve or controlled intersection.

9. Installation of a road undulation will not be permitted where substantial diversion of traffic to other local streets will occur as determined by the City Engineer.

10. Road undulations shall not be considered for streets that serve as bus routes or are commonly used by emergency vehicles as an access corridor.

11. Road Undulations shall not be installed on a street where they would cause an aggregate 30 seconds delay in Fire Department response time or if they cause the response to exceed six minutes.

12. Street Lighting must exist on the street blocks where undulations are proposed to be installed.

13. There should be a minimum of 600 feet between controlled intersections, where at least two speed Bumps can be installed.

14. At the end of number 9, add "For example, there should be a maximum street length of 1300 feet for the initial petition or else traffic will just go to adjacent streets that also might be residential streets, causing unwanted consequences.

15. Bumps shall not be installed on streets where there are known drainage/flooding issues.

16. Bumps cannot be installed on horizontal curves where visibility is less than ~150 feet.

PROCEDURES

1. After a petition is received, the City Engineer will

a. Verify that each petition contains the requisite number of signatures by calculating the total number of residents that are entitled to sign the petition and ensure that the 75% criterion has been met.

b. Obtain necessary traffic data.

c. Verify compliance with all warrants.

2. All requests for road undulations that meet all policies and warrants will be given to the City Engineer. The City Engineer will review all relevant issues and then make recommendations as to which streets should receive road undulations.

3. The City Engineer will make recommendations to the City Council for approval of installing road undulations on a particular street.

4. Staff will field locate the approved road undulations for the installation.

INSTALLATION

Construction

1. The City shall procure an annual contract for speed undulation installation.

2. All undulations shall be constructed in accordance with City adopted standards.

3. The undulations shall be installed across the entire roadway to the lip of the gutter with the last one foot tapered flush with the pavement to minimize gutter running and to preserve gutter flows.

4. Prior to construction, the sponsoring group shall deposit to the City the dollar amount required per the annual contract or, obtain a private Contractor to install all required speed undulations.

5. A private contractor shall obtain an "Open Street" permit prior to beginning construction.

Warning Devices

1. A standard Caltrans W37 30" warning sign stating "Bumps" with 5 inch series E letters should be installed at least 100 feet from the undulation.

2. Speed advisory signs stating 10 mph should be installed below the "Bumps" warning signs.

3. Signs and markings shall be installed with undulation construction.

4. 8-foot high "Bump" legends should be painted in white at approximately 50 to 100 feet in advance of road each undulation. These legends should remain for up to one year after installation of the undulation after which time the legend may be removed.

5. One foot wide longitudinal ladder markings should be painted on each undulation at 6 feet on center.

6. Double yellow centerline may be provided in the vicinity of the undulation where determined by the City Engineer.

Placement of Undulations

Road Undulations should be placed according to the following guidelines:

1. Undulations should be placed from 200 to 300 feet away from intersections, stop signs or sharp curves so that drivers are unlikely to approach them at high speed. This ensures that sufficient driver reaction time is provided.

2. Undulations should be spaced from 200 to 400 feet apart.

3. The final positioning of the undulations should take into consideration the following which should be field verified prior to installation:

a. All undulations shall not be located over manholes or within 30 feet of hydrants.

b. Undulations should be located downstream of storm drains.

c. Undulations should be located on property lines when possible.

d. Undulations should be 10 feet away from driveways.

e. Vertical curves and grades should be evaluated with respect to advance visibility of undulations. Typically, all undulations should be placed at least 200 feet away from sharp horizontal curves and be readily visible from at least 200 feet if placed near vehicle curves.

f. Undulations should not be placed on horizontal curves of less than 300 feet radius.

4. Undulations should not be placed on streets with grades greater than 10% or in a location that is not clearly visible for at least 200 feet.

PETITION REQUESTING THE INSTALLATION OF SPEED UNDULATIONS

SPEED UNDULATIONS TO BE PAID BY RESIDENTS

We the undersigned residents of _____ from
Street

_____ to _____ do hereby
Street Street

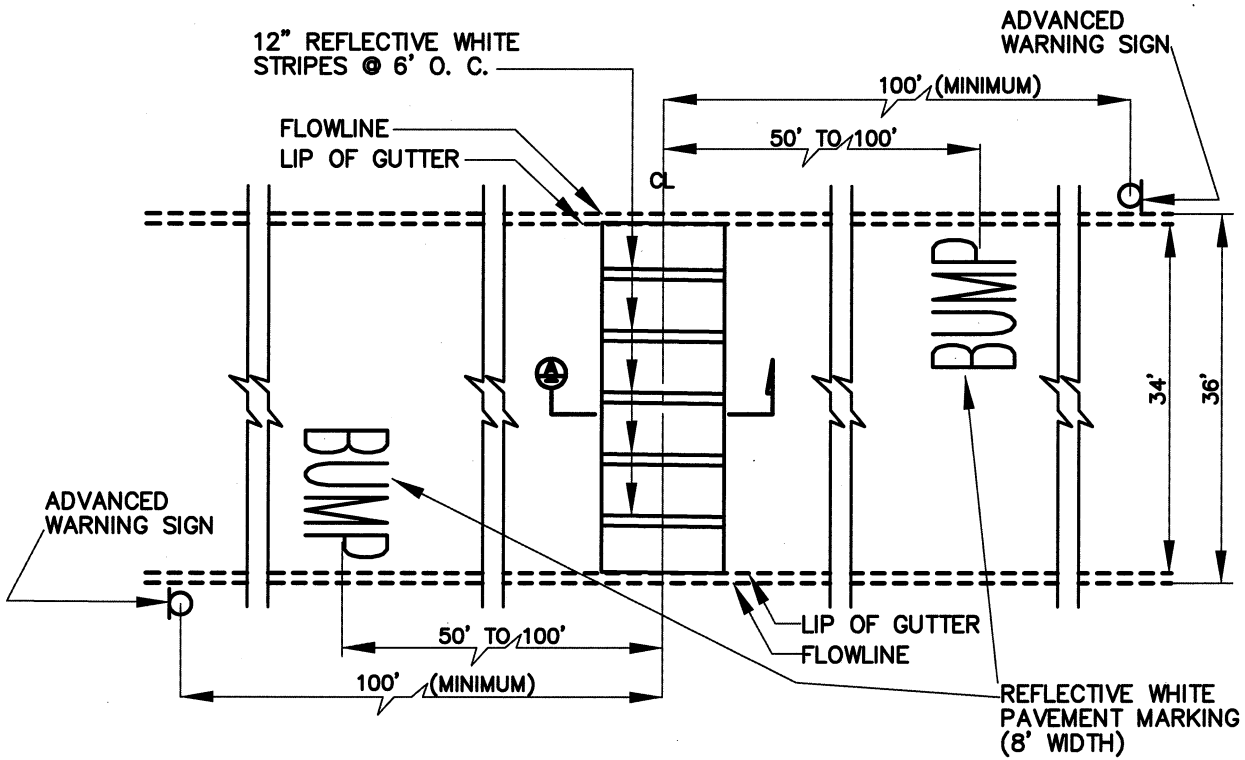
request the City of McFarland to install speed undulations (bumps) on our street.

Name	Address	Phone Number
Neighborhood Representative:		

Signature	Address	Date	Daytime Phone#

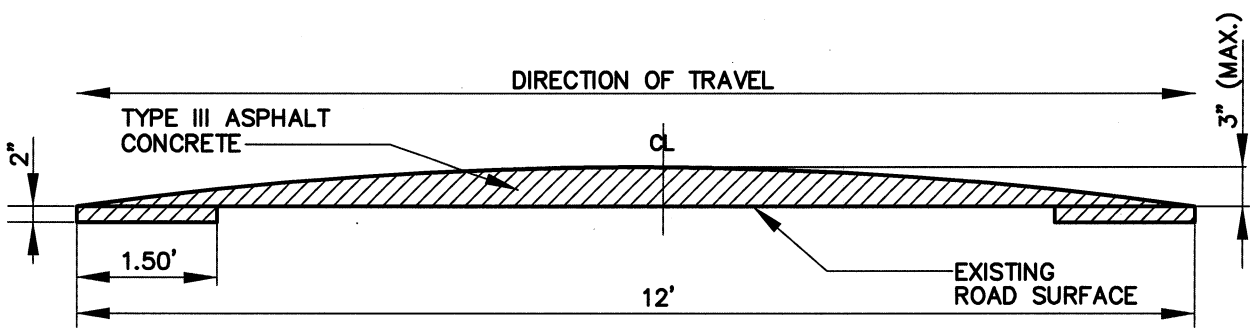
Please add an asterisk (*) following your name if you are an apartment manager or an officer (give title) of a condominium association (signing on behalf of your association).

SCALE 1"=40'



STREET PLAN VIEW (TYPICAL)

NOT TO SCALE



SECTION A

NOT TO SCALE

RESOLUTION No. 2023-0003

A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING THE POLICY RELATING TO THE USE OF ROAD UNDULATIONS FOR TRAFFIC SPEED CONTROL ON PUBLIC STREETS

WHEREAS, the City has approved the Policy of the City of McFarland Relative to the Use of Road Undulations For Traffic Speed Control on Public Streets; and

WHEREAS, the City believes this policy is in the best interest of the City; and

WHEREAS, the City has developed this policy in collaboration with the City Attorney; and

WHEREAS, the policy will create a process for the installation of road undulations within City Limits; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of McFarland does hereby:

1.) Approve the Policy of the City of McFarland Relative to the Use of Road Undulations for Traffic Speed Control on Public Streets.

2.) Authorize the City Manager and Public Works director to utilize this policy to address any request for road undulations within City Limits.

3.) The City Clerk shall certify to the adoption of this resolution.

4.) This resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of McFarland on the 12th day of January 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Saul Ayon, Mayor
City of McFarland, California

ATTEST:

_____
Francisca Alvarado, City Clerk
City of McFarland, California

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

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

DATE: January 12, 2023

SUBJECT: To approve the recordation of Final Map for Tract No. 7393 Phase 1, located between Taylor Avenue and Garzoli Avenue contingent upon the receipt of required improvement bonds and subdivision guarantee with final certification.

SUMMARY: Leora, LLC, as sub-divider for Tract Map No. 7393 Phase 1 has submitted the Final Tract Map for City Council's approval. The City Engineer has reviewed the final map and found it in substantial conformance with the Subdivision Map Act. The City Planner has reviewed the final map and found it in substantial compliance with the approved Tentative Map.

FISCAL IMPACT: The construction project is fully funded by developers and the sub-divider has paid the final map and recording fees.

RECOMMEND: Staff recommends that the City Council of the City of McFarland adopt the attached resolution approving the recordation of Final Map for Tract Map 7393 Phase 1, contingent upon the receipt of required improvement bonds, subdivision guarantee and improvement agreement authorizing the city clerk to endorse the final map and authorizing the City Engineer to transmit same to the county clerk's office.

ATTACHMENTS:
Resolution No. 2023-0004
Final Map

RESOLUTION NO. 2023-0004

A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7393 PHASE 1, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE.

WHEREAS, Leora, LLC, as Sub-divider, has submitted the Final Map for Tract Map No. 7393 Phase 1 in the City of McFarland; and

WHEREAS, the Tentative Tract Map No. 7393 Phase 1 was approved by the City of McFarland, subject to certain conditions; and

WHEREAS, the Sub-divider has submitted the required Final Map for Tract Map No. 7393 Phase 1 and it has been approved by the City Engineer and City Planner; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of McFarland does hereby:

1.) Approve the Final Maps for Tract Map No. 7393 Phase 1.
2.) Approve the recordation of Final Map,
3.) Authorize the City Clerk to endorse the Final Map for Tract Map 7393 Phase 1.
4.) Authorize the City Engineer to transmit the Final Map to the County Clerk's Office for recordation.
5.) Authorize the above four items contingent upon the receipt of the required improvement bonds, subdivision guarantee with final certification, and executed improvement agreement.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of McFarland on the 12th day of January 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Saul Ayon, Mayor
City of McFarland, California

ATTEST:

_____
Francisca Alvarado, City Clerk
City of McFarland, California

TRACT MAP NO. 7393 - PHASE 1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 12412, PARCEL MAP BOOK 62, AT PAGES 81 THRU 83, IN THE OFFICE OF THE KERN COUNTY SURVEYOR. ALSO LYING IN A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.B.&M IN THE INCORPORATED AREA OF THE CITY OF McFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

55 BUILDABLE LOTS
LOT "A" - SUMP LOT
LOT "B" - PARK SITE

16.86 ACRES GROSS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE TITLE TO SAID PROPERTY MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND CERTIFICATES MADE A PART HEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION EXCEPT THOSE THAT WERE OBTAINED BY SEPARATE DOCUMENT.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 55 DESIGNATED AS "10 FOOT PUBLIC UTILITIES EASEMENT" AS SHOWN UPON SAID MAP, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY GRANT TO THE CITY OF McFARLAND, AN IRREVOCABLE OFFER OF DEDICATION OF A 10 FOOT EASEMENT FOR INGRESS, EGRESS, AND ROAD PURPOSES OVER AND ACROSS GARZOLI AVENUE (COUNTY ROAD NO. 152), AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY GRANT TO THE CITY OF McFARLAND, AN ADDITIONAL OFFER OF DEDICATION FOR A 10 FOOT WIDE PEDESTRIAN ACCESS OVER AND ACROSS LOTS 27 AND 28, AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

THE ABOVE DESCRIBED EASEMENTS TO BE KEPT OPEN, CLEAR AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH A TIME THAT TAYLOR AVENUE (COUNTY ROAD NO. 588) AND GARZOLI AVENUE (COUNTY ROAD NO. 152) REMAIN PUBLIC ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 1, 27, 28, 35, 36, 44, 45, 46, 47, 55 AND LOT "B", SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO DIRECT ACCESS WHATSOEVER TO SAID ROADS AND ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS ALONG LOTS 28, 29, 30. 31, 32, 33, 34 AND 35 ABUTTING ADJACENT PROPERTIES NOT WITHIN OR A PART OF THIS SUBDIVISION.

LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

_____
MICHAEL F. HAIR JR., MANAGING MEMBER

NOTARY'S STATEMENT

STATE OF _____

COUNTY OF _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

MY COMMISIION EXPIRES:_____

CITY CLERKS STATEMENT

IT IS HEREBY ORDERED THAT TRACT MAP NO. 7393 PHASE 1, BE, AND THE SAME IS HEREBY APPROVED, THAT THE STREETS, ACCESS RIGHTS, AND OTHER EASEMENTS SHOWN UPON THIS MAP ARE AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, WE, THE CITY COUNCIL HEREBY WAIVES THE REQUIREMENT OF THE SIGNATURE(S) OF THE FOLLOWING:

NAME	NATURE OF INTEREST
USA	PURPOSE: IRRIGATION PIPELINES PER BK. 1978, PG. 275, O.R.
COUNTY OF KERN	PURPOSE: COUNTY ROAD NO. 152 PER COUNTY BOARD OF SUPERVISORS MIN. BK. VOL. 7, PG. 299
COUNTY OF KERN	PURPOSE: COUNTY ROAD NO. 588 PER COUNTY BOARD OF SUPERVISORS MIN. BK. VOL. 23, PG. 176
PUBLIC IN GENERAL COUNTY OF KERN	PURPOSE: 15 FOOT AND 30 FOOT ROADWAY PURPOSES PER PARCEL MAP NO. 10234 BK. 47 OF PARCEL MAPS AT PG. 134, O.R.
UNITED STATES OF AMERICA	PURPOSE: RIGHT OF WAY FOR DITCHES AND CANALS PER BK. 9 OF PATENTS, PG. 198
SAN JOAQUIN LIGHT AND POWER CO.	PURPOSE: FOR POLE AND WIRE LINES PER BK. 37, PG. 404 OF AGREEMENTS
CITY OF McFARLAND	PURPOSE: ROAD PURPOSES PER PARCEL MAP 12412, PARCEL MAP BOOK 62, PAGES 81 THRU 83.

THE CLERK OF THIS COUNCIL IS DIRECTED TO ENDORSE UPON THE FACT OF SAID MAP A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF McFARLAND. I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF McFARLAND AT A MEETING HELD _____, 2022

_____
FRANCISCA ALVARADO, CITY CLERK AND
EX-OFFICIO CLERK OF THE COUNCIL OF THE
CITY OF McFARLAND

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LEORA, LLC ON DECEMBER 1ST, 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LICENSED LAND SURVEYOR · MICHAEL E DAUSTER · 9047 · STATE OF CALIFORNIA

_____
MICHAEL E. DAUSTER, L.S. NO. 9047

CITY ENGINEER'S STATEMENT

I, JUAN M. PANTOJA, HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE PARCELS AS SHOWN ARE SUBSTANTIALLY THE SAME AS THEY APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER · JUAN M. PANTOJA · NO. C 64740 · CIVIL · STATE OF CALIFORNIA

DATED_____ SIGNED_____
JUAN M. PANTOJA
CITY OF McFARLAND - CITY ENGINEER
R.C.E. 64740 EXP. (06/30/2023)

CITY SURVEYOR'S STATEMENT

I, WILEY D. HUGHES, HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF LAW HAVE BEEN COMPLIED WITH, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR · WILEY D. HUGHES · EXP. 6-30-2024 · No. 3779 · SURVEYOR · STATE OF CALIFORNIA

DATED_____ SIGNED_____
WILEY D. HUGHES
CITY OF McFARLAND - CITY SURVEYOR
L.S. 3779 EXP. (06/30/2024)

PLANNING DIRECTOR'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF McFARLAND IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW IN A DULY AUTHORIZED MEETING HELD IN, _____, 2022.

_____
BRIANAHI DE LEON
CITY PLANNING DIRECTOR

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____ , 20 _____, AT ___:__.M. IN BOOK _____ OF MAPS AT PAGE _____, AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

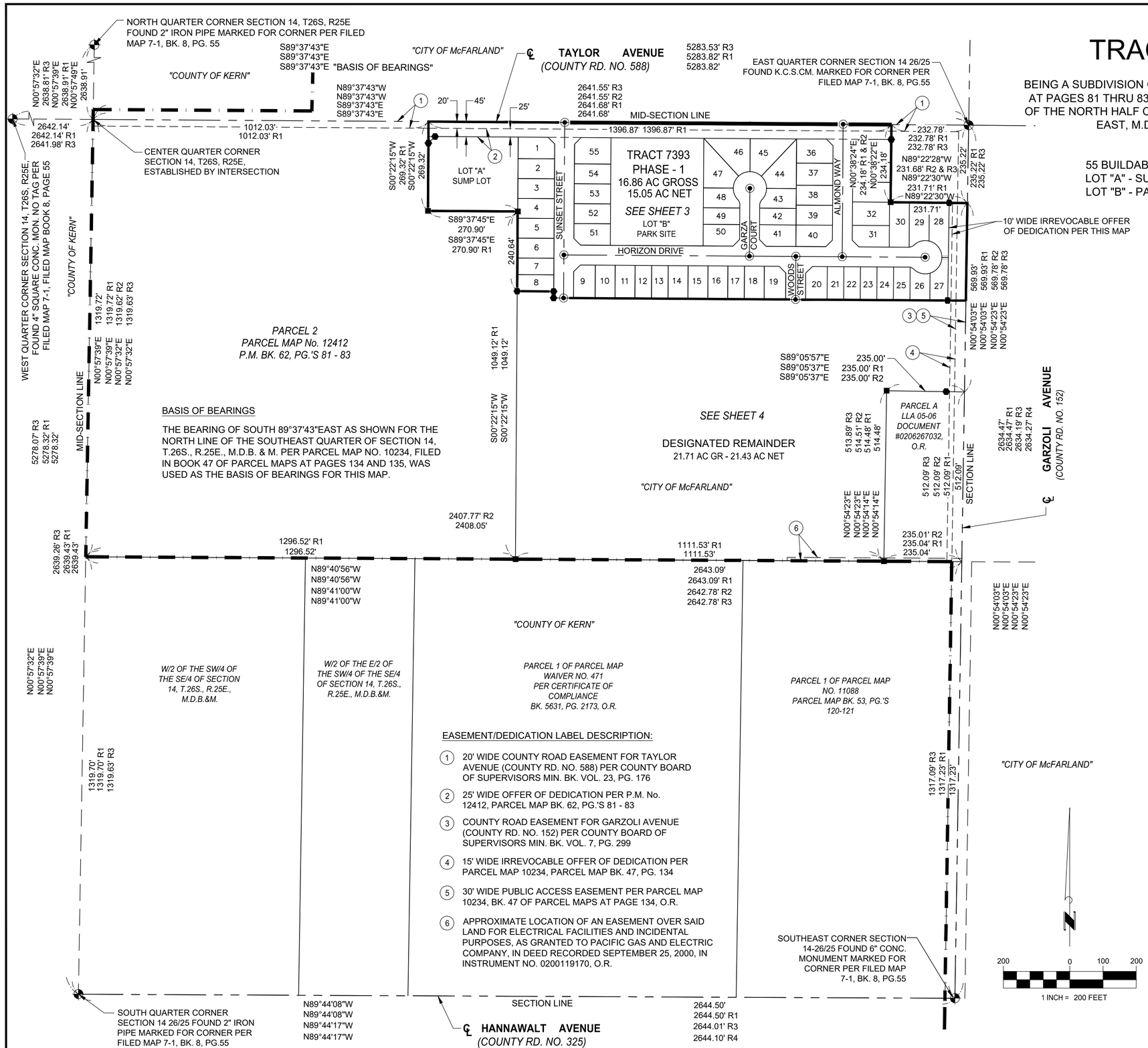
BY: _____
DEPUTY RECORDER

TRACT MAP NO. 7393 - PHASE 1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 12412, PARCEL MAP BOOK 62, AT PAGES 81 THRU 83, IN THE OFFICE OF THE KERN COUNTY SURVEYOR. ALSO LYING IN A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.B.&M IN THE INCORPORATED AREA OF THE CITY OF McFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

55 BUILDABLE LOTS
LOT "A" - SUMP LOT
LOT "B" - PARK SITE

16.86 ACRES GROSS



BASIS OF BEARINGS

THE BEARING OF SOUTH 89°37'43"EAST AS SHOWN FOR THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B. & M. PER PARCEL MAP NO. 10234, FILED IN BOOK 47 OF PARCEL MAPS AT PAGES 134 AND 135, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

EASEMENT/DEDICATION LABEL DESCRIPTION:

1. 20' WIDE COUNTY ROAD EASEMENT FOR TAYLOR AVENUE (COUNTY RD. NO. 588) PER COUNTY BOARD OF SUPERVISORS MIN. BK. VOL. 23, PG. 176
2. 25' WIDE OFFER OF DEDICATION PER P.M. No. 12412, PARCEL MAP BK. 62, PG.'S 81 - 83
3. COUNTY ROAD EASEMENT FOR GARZOLI AVENUE (COUNTY RD. NO. 152) PER COUNTY BOARD OF SUPERVISORS MIN. BK. VOL. 7, PG. 299
4. 15' WIDE IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP 10234, PARCEL MAP BK. 47, PG. 134
5. 30' WIDE PUBLIC ACCESS EASEMENT PER PARCEL MAP 10234, BK. 47 OF PARCEL MAPS AT PAGE 134, O.R.
6. APPROXIMATE LOCATION OF AN EASEMENT OVER SAID LAND FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED SEPTEMBER 25, 2000, IN INSTRUMENT NO. 0200119170, O.R.

LEGEND AND ABBREVIATIONS

O.R.	- OFFICIAL RECORDS
P.M.	- PARCEL MAP
K.C.S.	- KERN COUNTY SURVEYOR
K.C.S.C.M	- KERN COUNTY SURVEYOR'S CONCRETE MONUMENT
K.C.S.F.M.	- KERN COUNTY SURVEYOR'S FILED MAP
L.S.	- LAND SURVEYOR
P.M.	- PARCEL MAP
I.P.	- IRON PIPE
BK./PG.	- BOOK/PAGE
(RAD.)	- RADIAL BEARING
⌖	= FOUND MONUMENT AS DESCRIBED
◉	= SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED L.S. 9047
●	= SET 2" IRON PIPE TAGGED L.S. 9047
■	= 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412 P.M. BK. 62, PG.S 80 - 83
A	= 10' WIDE PUBLIC UTILITY EASEMENT
R1	= RECORD PER P.M. NO. 12412, P.M. BK. 62, PG.S 81 - 83
R2	= RECORD PER LOT LINE ADJUSTMENT NO. 05-06 PER CERTIFICATE OF COMPLIANCE RECORDED IN DOCUMENT #0206267032, O.R.
R3	= RECORD PER P.M. NO. 10234, P.M. BK. 47, PG.S 134-135
R4	= RECORD PER FILED MAP 7-1, FILED MAP BK. 8, PG. 55 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
//////	= WAIVER OF VEHICULAR ACCESS
———	= DISTINCTIVE BORDER
— — —	= CITY/COUNTY LIMIT LINE

NOTES

1. THE OWNER'S STATEMENT IS SHOWN ON SHEET 1.
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
4. SEE SHEETS 3 AND 4 FOR TRACT 7393 PHASE 1 MONUMENTATION TO BE SET LOCATIONS AND ROADWAY WIDTHS NOT SHOWN ON THIS SHEET.

UNPLOTTABLE EASMENT

1. EASEMENT CONTAINED IN THE DOCUMENT ENTITLED "CONTRACT AND GRANT OF EASEMENT" RECORDED SEPTEMBER 2, 1952 IN BOOK 1978, PAGE 275 OF OFFICIAL RECORDS. LOCATED IN THE NORTHERLY 50' OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B.&M. BEING A 20' STRIP OF LAND LYING 10' ON EACH SIDE OF AN IRRIGATION LINE CANNOT BE PLOTTED FROM RECORD DOCUMENT.

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____ , 20 _____, AT __:__.M. IN BOOK _____ OF MAPS AT PAGE _____, AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT MAP NO. 7393 - PHASE 1

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55 BUILDABLE LOTS
LOT "A" - SUMP LOT
LOT "B" - PARK SITE

16.86 ACRES GROSS

LEGEND AND ABBREVIATIONS

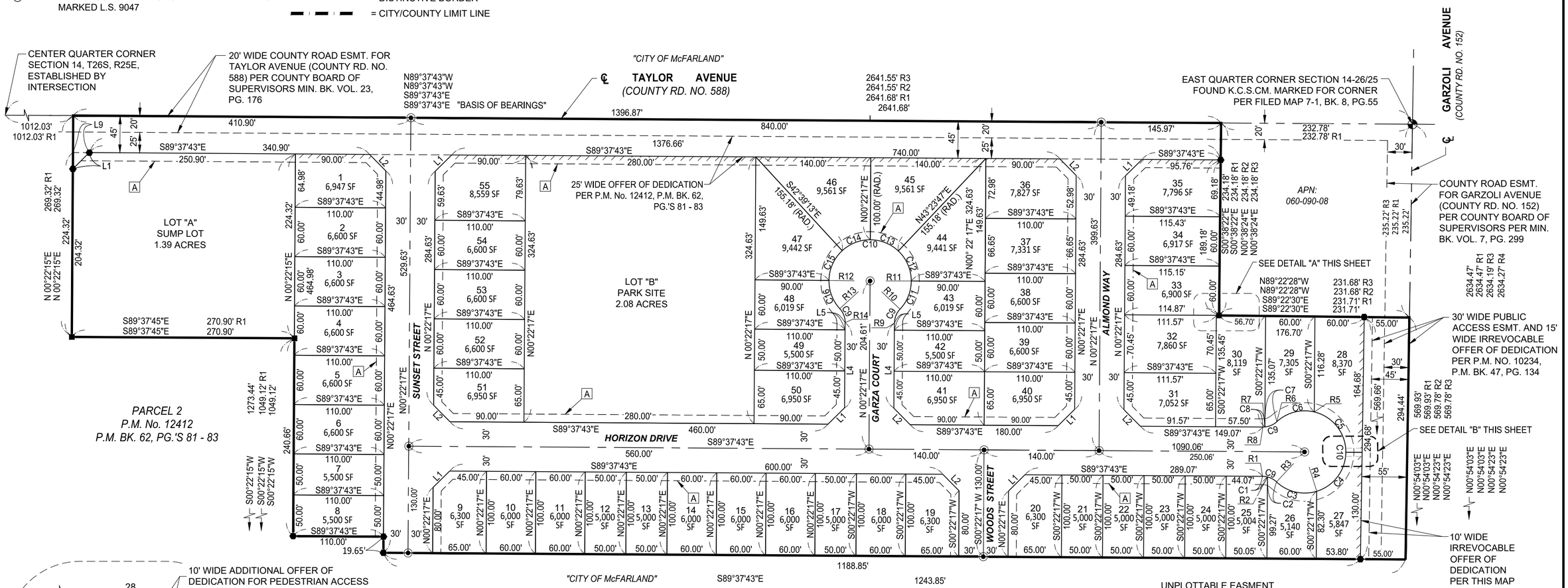
O.R.	- OFFICIAL RECORDS	⬣	= SET 2" IRON PIPE TAGGED L.S. 9047
P.M.	- PARCEL MAP	■	= 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412 P.M. BK. 62, PG.S 80 - 83
K.C.S.	- KERN COUNTY SURVEYOR	[A]	= 10' WIDE PUBLIC UTILITY EASEMENT
K.C.S.C.M	- KERN COUNTY SURVEYOR'S CONCRETE MONUMENT	R1	= RECORD PER P.M. NO. 12412, P.M. BK. 62, PG.S 81 - 83
K.C.S.F.M.	- KERN COUNTY SURVEYOR'S FILED MAP	R2	= RECORD PER LOT LINE ADJUSTMENT NO. 05-06 PER CERTIFICATE OF COMPLIANCE RECORDED IN DOCUMENT #0206267032, O.R.
L.S.	- LAND SURVEYOR	R3	= RECORD PER P.M. NO. 10234, P.M. BK. 47, PG.S 134-135
P.M.	- PARCEL MAP	R4	= RECORD PER FILED MAP 7-1, FILED MAP BK. 8, PG. 55 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
I.P.	- IRON PIPE	//////	= WAIVER OF VEHICULAR ACCESS
BK./PG.	- BOOK/PAGE	———	= DISTINCTIVE BORDER
(RAD.)	- RADIAL BEARING	— — —	= CITY/COUNTY LIMIT LINE
⌖	= FOUND MONUMENT AS DESCRIBED		
◉	= SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED L.S. 9047		

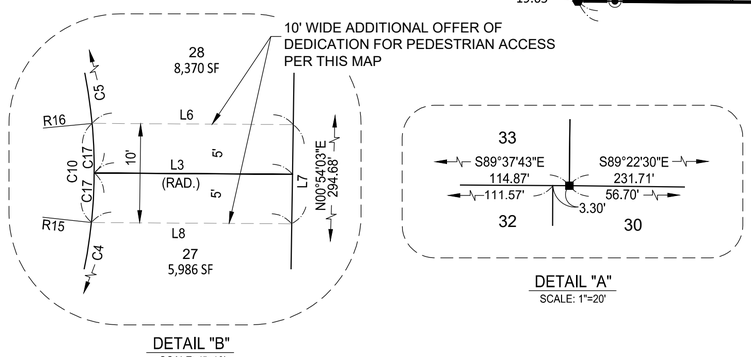
NOTES

1. THE OWNER'S STATEMENT IS SHOWN ON SHEET 1.
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
4. SEE SHEET 4 FOR LINE, CURVE AND RADIAL TABLES.

BASIS OF BEARINGS

THE BEARING OF SOUTH 89°37'43"EAST AS SHOWN FOR THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B. & M. PER PARCEL MAP NO. 10234, FILED IN BOOK 47 OF PARCEL MAPS AT PAGES 134 AND 135, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



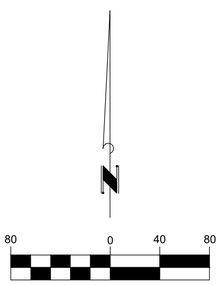


DETAIL "B"
SCALE: 1"=10'

DETAIL "A"
SCALE: 1"=20'

DETAIL NOTE:

SEE SHEET 4 FOR LINE, CURVE AND RADIAL TABLES.



UNPLOTTABLE EASMENT

1. ESMT. CONTAINED IN THE DOCUMENT ENTITLED "CONTRACT AND GRANT OF ESMT." RECORDED SEPTEMBER 2, 1952 IN BOOK 1978, PAGE 275 OF OFFICIAL RECORDS. LOCATED IN THE NORTHERLY 50' OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B.&M. BEING A 20' STRIP OF LAND LYING 10' ON EACH SIDE OF A IRRIGATION LINE CANNOT BE PLOTTED FROM RECORD DOCUMENT.

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____ , 20 _____, AT ___:__.M. IN BOOK _____ OF MAPS AT PAGE _____, AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

NOTES

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3. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

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THE BEARING OF SOUTH 89°37'43"EAST AS SHOWN FOR THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B. & M. PER PARCEL MAP NO. 10234, FILED IN BOOK 47 OF PARCEL MAPS AT PAGES 134 AND 135, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

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55 BUILDABLE LOTS
LOT "A" - SUMP LOT
LOT "B" - PARK SITE

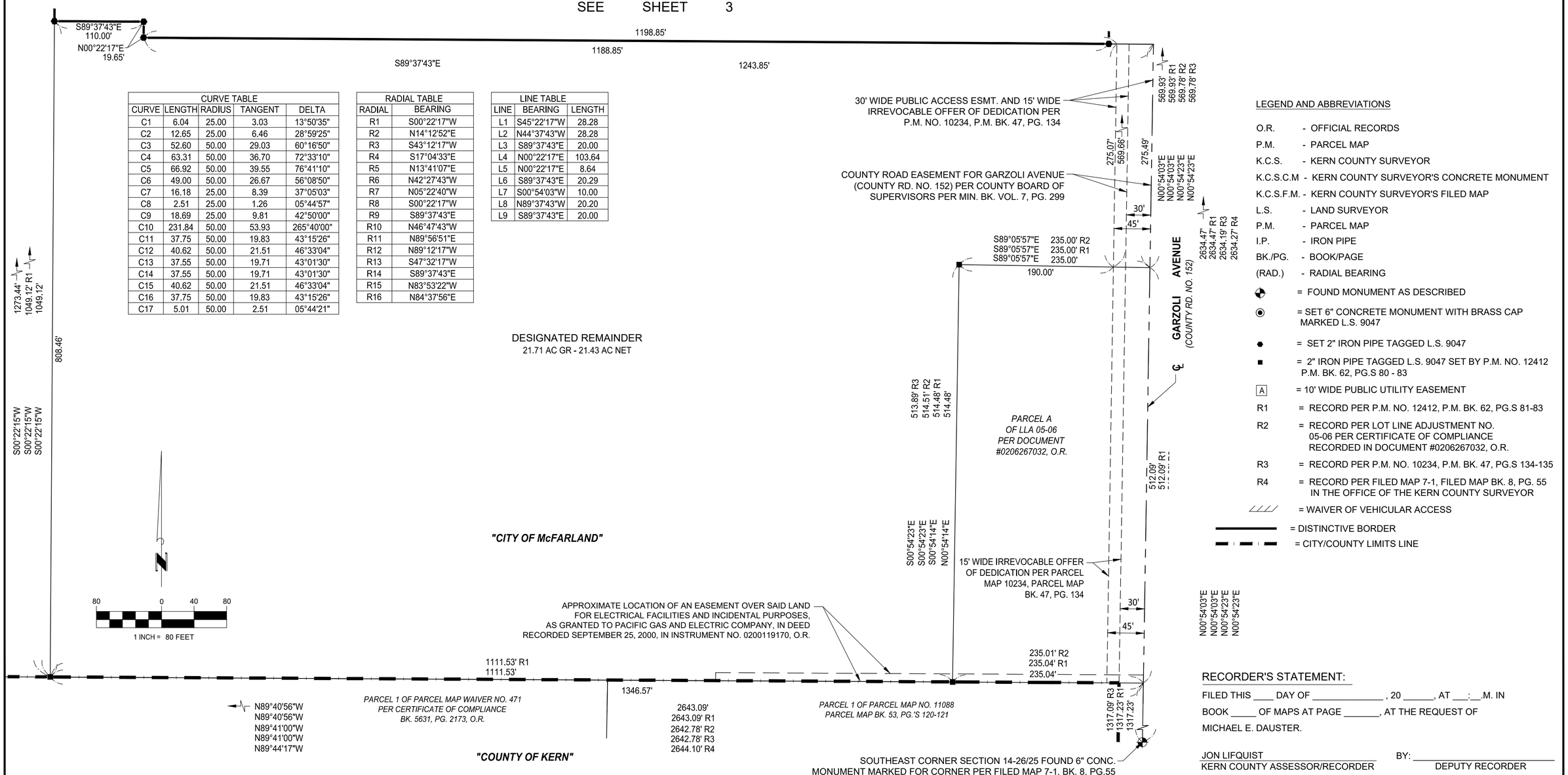
16.86 ACRES GROSS

SEE SHEET 3

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	6.04	25.00	3.03	13°50'35"
C2	12.65	25.00	6.46	28°59'25"
C3	52.60	50.00	29.03	60°16'50"
C4	63.31	50.00	36.70	72°33'10"
C5	66.92	50.00	39.55	76°41'10"
C6	49.00	50.00	26.67	56°08'50"
C7	16.18	25.00	8.39	37°05'03"
C8	2.51	25.00	1.26	05°44'57"
C9	18.69	25.00	9.81	42°50'00"
C10	231.84	50.00	53.93	265°40'00"
C11	37.75	50.00	19.83	43°15'26"
C12	40.62	50.00	21.51	46°33'04"
C13	37.55	50.00	19.71	43°01'30"
C14	37.55	50.00	19.71	43°01'30"
C15	40.62	50.00	21.51	46°33'04"
C16	37.75	50.00	19.83	43°15'26"
C17	5.01	50.00	2.51	05°44'21"

RADIAL TABLE	
RADIAL	BEARING
R1	S00°22'17"W
R2	N14°12'52"E
R3	S43°12'17"W
R4	S17°04'33"E
R5	N13°41'07"E
R6	N42°27'43"W
R7	N05°22'40"W
R8	S00°22'17"W
R9	S89°37'43"E
R10	N46°47'43"W
R11	N89°56'51"E
R12	N89°12'17"W
R13	S47°32'17"W
R14	S89°37'43"E
R15	N83°53'22"W
R16	N84°37'56"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°22'17"W	28.28
L2	N44°37'43"W	28.28
L3	S89°37'43"E	20.00
L4	N00°22'17"E	103.64
L5	N00°22'17"E	8.64
L6	S89°37'43"E	20.29
L7	S00°54'03"W	10.00
L8	N89°37'43"W	20.20
L9	S89°37'43"E	20.00



LEGEND AND ABBREVIATIONS

O.R.	- OFFICIAL RECORDS
P.M.	- PARCEL MAP
K.C.S.	- KERN COUNTY SURVEYOR
K.C.S.C.M	- KERN COUNTY SURVEYOR'S CONCRETE MONUMENT
K.C.S.F.M.	- KERN COUNTY SURVEYOR'S FILED MAP
L.S.	- LAND SURVEYOR
P.M.	- PARCEL MAP
I.P.	- IRON PIPE
BK./PG.	- BOOK/PAGE
(RAD.)	- RADIAL BEARING

= FOUND MONUMENT AS DESCRIBED

= SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED L.S. 9047

= SET 2" IRON PIPE TAGGED L.S. 9047

= 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412 P.M. BK. 62, PG.S 80 - 83

[A] = 10' WIDE PUBLIC UTILITY EASEMENT

R1 = RECORD PER P.M. NO. 12412, P.M. BK. 62, PG.S 81-83

R2 = RECORD PER LOT LINE ADJUSTMENT NO. 05-06 PER CERTIFICATE OF COMPLIANCE RECORDED IN DOCUMENT #0206267032, O.R.

R3 = RECORD PER P.M. NO. 10234, P.M. BK. 47, PG.S 134-135

R4 = RECORD PER FILED MAP 7-1, FILED MAP BK. 8, PG. 55 IN THE OFFICE OF THE KERN COUNTY SURVEYOR

= WAIVER OF VEHICULAR ACCESS

= DISTINCTIVE BORDER

= CITY/COUNTY LIMITS LINE

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____ , 20 _____, AT ___:__.M. IN BOOK _____ OF MAPS AT PAGE _____, AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

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

DATE: January 12, 2023

SUBJECT: Report, Discussion, and First Reading of Ordinance for approval of Improvement Agreement Between the City of McFarland and LeOra LLC.

SUMMARY:

The parcel is located across Horizon Elementary at the Southwest corner of Taylor Avenue and Garzoli Avenue. The Development Agreement was approved on September 16, 2022. The agreement contains all conditions of approvals. This new improvement agreement creates the conditions for Phase 1 improvements. This agreement will contain not only conditions, but also the security and bond information for all improvements necessary to be completed within a 1-year period.

The approval of Improvement Agreement will allow the developer to move forward and start the improvements to the location of the subdivision. The developer's goal is to finish and begin the housing development by early January.

RECOMMENDATION:

Staff recommends City Council to bring Improvement Agreement Between City of McFarland and LeOra LLC to next council meeting for Possible Approval.

FISCAL IMPACT:

All fees covered by Development.

Attachments:

Improvement Agreement
Resolution No. 2023-0005

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of McFarland
Attn: Community Development Director
401 W Kern Avenue
McFarland, CA 93250

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and 27383

[Space above this line for Recorder's Use Only]

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION REFERENCE DATA

FINAL TRACT MAP NO. 22-002 ("Final Map" herein)

BASED ON VESTING TENTATIVE TRACT MAP NO. 7393

NAME OR TRACT NUMBER OF SUBDIVISION:	TRACT 7393 ("Subdivision" herein)
LEGAL DESCRIPTION OF PROPERTY:	See Exhibit A — Legal Description of Property (the "Property" herein) located at 060-090-29
NAME AND ADDRESS OF SUBDIVIDER:	Leora, LLC 6501 Fruitvale Avenue Bakersfield CA 93308
CITY COUNCIL RESOLUTION OF APPROVAL NO.:	Resolution No. 2023-0005 ("Resolution of Approval" herein)
IMPROVEMENT PLANS:	Tract 7393 Grading Plan Tract 7393 Sewer / Storm Drain Plans Tract 7393 Street Improvements Plans Tract 7393 Water Plans (hereinafter "Improvement Plans," which include all Subdivision specifications.)
IMPROVEMENTS:	See Exhibit B — Schedule of Improvements and Section 1.A below

ESTIMATED TOTAL COSTS OF IMPROVEMENTS:	PERFORMANCE $1,217,853 PAYMENT $1,217,853_____ WARRANTY $1,217,853 (hereinafter "Estimated Total Costs")
FORM OF IMPROVEMENT SECURITY:	[x] Surety Bonds [ ] Deposit of Money [ ] Other: _____
NAME AND ADDRESS OF SURETY:	Merchants Bonding Company (Mutual) 6700 Westown Pkwy, Wes Des Moines, IA 50266
SURETY BOND NUMBERS:	CAC 722262
EFFECTIVE DATE OF AGREEMENT:	12-6-2022
COMPLETION PERIOD:	All Improvements of Subdivision shall be completed within one year from the Effective Date of the Agreement (hereinafter, "Completion Period").

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of McFarland, a California municipal corporation (the "City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation the Final Map for Phase 1 of the Subdivision, as identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A vesting tentative tract map of the Subdivision was previously approved by the City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. In connection with approval of Tract 7393, the City also approved the Development Agreement, dated September 16th, 2021 by and between the City and Subdivider, recorded on November 3, 2021 as Document No. 221207446 in the Official Records of the County of Kern ("Development Agreement").

D. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the Improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

E. In consideration of approval of the Final Map for the Subdivision by the City Council, the Subdivider desires to enter into this Agreement whereby the Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. The Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City, as set forth herein.

F. Improvement Plans, as designated above in the Subdivision Reference Data, for the construction, installation and completion of the improvements identified in Exhibit B hereto, have been prepared by the Subdivider, approved by the Director of Public Works or his/her designee (the "Director"), and are on file in the office of the Director. Said Improvement Plans are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, the Subdivider and the City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole cost and expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Resolution of Approval, the Development Agreement, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee and warranty (as set forth in Section 5 of this Agreement) the Improvements generally described in Exhibit B and more specifically described in the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the Director, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by the City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between the Subdivider and the City.

C. Subject to any time extensions granted in accordance with Section 6 of this Agreement, the Subdivider shall complete all Improvements within the Completion Period specified in the Subdivision Reference Data.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 4 of this Agreement. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the Director of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public property, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement or any work related to the Subdivision. Any such replacement or repair shall be subject to the approval of the Director.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the Improvements, and shall bear all risks of loss or damage to the Improvements, until the expiration of the required one-year guarantee and warranty period as specified herein. Neither the City, nor its officers, officials, employees, agents or volunteers, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. In addition to and separate from: (i) the indemnity obligations contained in Section 9 of this Agreement; (ii) the care, repair and maintenance obligations contained in Subsection F of Section 1 of this Agreement; and (iii) the warranty and guarantee provisions of Section 5 of this Agreement, the Subdivider shall repair and correct any defect in the construction of the rolled curb and gutters installed in the Subdivision for a period of two (2) years after the City's acceptance of said improvements, provided the City provides notice to the Subdivider of the

existence of the defect within that time period, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of the Subdivider.

H. The Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all taxes required by law. Additionally, the Subdivider shall pay all fees and costs required by the City's ordinance or resolution per the terms of the Development Agreement, including but not limited to, building permit fees, final map filing fee, final map plan check fees, final map monumentation fees, grading permit fees, plan check and review fees, encroachment permit fees, and inspection fees.

I. Not less than fifteen (15) days prior to commencement of work on the Improvements, the Subdivider shall give written notice to the Director of the date fixed for such commencement of work so that the Director shall have adequate time to schedule all necessary inspections.

J. Subdivider shall provide the City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Resolution of Approval prior to the acceptance of Improvements and release of bonds or other security.

2. SOILS TESTING AND REPORT

A. In the event the Director determines that soil testing is required for the Improvements, the Subdivider shall employ and pay for a Soils Engineer acceptable to the Director of the City and the Soils Engineer shall perform materials testing, construction control testing, interpretation of test results, and design for the Improvements in accordance with the requirements set forth in Improvement Plans, and to the extent applicable, the APWA Standard Plans for Public Works Construction (Southern California Chapter) (popularly known as, and hereinafter, the "Greenbook"), as approved by City.

B. The Soils Engineer shall provide the City the reports containing the results of the testing, the interpretation of the results and the Improvement design done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing, interpretation, and design have been done properly in accordance with the applicable provisions of the Greenbook, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to the City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the Director.

3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the Improvements in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement as though set forth at length herein: Improvement Plans, as designated above in the Subdivision Reference Data, on file in the office of the Director.

Consistent with the offers of dedication shown on the Final Map, Subdivider irrevocably offers the public Improvements within City right of way and property, to City for public use.

4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the Director and other City personnel and inspection consultants.

B. Upon completion of the work on all of the Improvements specified in Exhibit B, the Subdivider may request, in the form of a written letter, a final inspection by the Director. Within twenty (20) days of receipt of the written letter request, the Director shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the Director determines that all of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the Director shall certify that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City, the Director's certification shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the Director or some other official of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and certification for completeness in accordance with the City's formally adopted fees and rates.

C. Acceptance of all of public Improvements by the City Council (or other specified official) shall be made upon recommendation and certification of the Director following inspection of said public Improvements pursuant to Subsection B above. The City Council (or other specified official) shall act upon the Director's recommendation that such public Improvements have been completed within thirty (30) days following certification by the Director. A Notice of Completion ("NOC") shall be recorded immediately after the City Council has accepted the Improvements as complete. Acceptance by the City Council (or other specified official) of the Improvements, or by the governing body of the entity that is to accept dedication or ownership of all or part of the Improvements, shall not constitute a waiver by the City or such other public entity of any defects in the Improvements[KH1].

5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. Subject only to Section 1.G, within the one-year period commencing on the date the NOC is recorded if any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, any of the materials comprising the Improvements, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. This guarantee and warranty on behalf of the Subdivider shall

be separate from and in addition to the Improvement Security defined and described in Section 7A(3) of this Agreement.

B. Should the Subdivider fail or refuse to act promptly or in accordance with Subsection A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction. The City shall provide a bill to the Subdivider of the total costs of such repair, replacement, or reconstruction, and the Subdivider shall immediately reimburse the City for those total costs. If the Subdivider does not immediately pay the total costs incurred, the City may opt to tender on the Subdivider's Improvement Securities as defined in Subsection 7A, and/or take any other lawful actions to recover any nonpayment or deficiency.

6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause, the duration of the Completion Period for any or all of the Improvements may be extended by the Director. As used herein, "good cause" may include, without limitation: delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; actions or failure to act by the native American monitors(s); and the order of any court or the City.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an Improvement Security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the Director may require the Subdivider to furnish new or modified Improvement Security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Costs, as determined by the Director.

7. IMPROVEMENT SECURITY

A. Prior to the City's execution of this Agreement, the Subdivider shall provide as security to the City the following (collectively, "Improvement Securities" and individually, an "Improvement Security"):

1. For Performance: Performance Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data. With this Performance Security, the Subdivider assures faithful performance under this Agreement, as demonstrated by the City's acceptance, in accordance with the Resolution of Approval and Improvement Plans.

2. For Payment: Payment Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data. With this Payment Security, the Subdivider guarantees payment to all contractors, subcontractors, laborers,

material suppliers, and other persons employed in the performance of the agreement and referred to in Part 6 (commencing with Section 8000) of Division 4 of the California Civil Code.

3. For Warranty: Warranty Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data, must be provided before final completion and the acceptance of any category of Improvements by the City. With this Warranty Security, the Subdivider guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 5 hereof.

B. Each Improvement Security shall be a bond issued by a California admitted surety insurer or insurers having a Best rating of A or AA in substantially the form set forth in Exhibit C, attached to this Agreement and incorporated by this reference, and shall be subject to the approval and acceptance by the City Attorney and the City Council. If, in the opinion of the City, any surety or sureties thereon (i) become insolvent or liquidated, or any bond cannot be tendered upon for the full penal sum For any reason; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with a valid surety bond from a solvent surety or sureties in the amount of the full penal sum within thirty (30) days after receiving from City written demand therefor.

C. Each Improvement Security shall be kept on file with the City Clerk. If a surety bond is replaced by another approved bond, the Subdivider shall submit the replacement bond to the City Clerk, and upon acceptance by the City Attorney, the replacement Improvement Security shall be deemed to have been made a part of and incorporated into this Agreement. Upon approval by the City Attorney of a replacement bond, the former Improvement Security shall be released.

D. The Subdivider shall automatically increase the amount of each Improvement Security by an amount equal to ten percent (10 %) of the deposited security every year, subject to the provision that the Director may at any time determine that a greater increase in the amount of the Improvement Security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional Improvement Security within thirty (30) days after receiving demand and justification therefor.

E. Modifications of the Improvement Plans and the Improvements, not exceeding ten percent (10%) of the original Estimated Total Costs, shall not relieve or release any Improvement Security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Costs, Subdivider shall furnish additional Improvement Securities for performance, payment, and guarantee as required by Subsection A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements. Alternatively, the Subdivider may provide official notice from the surety company that it acknowledges receipt of the modified Improvement Plans and that the existing bonds have been amended to reflect the new penal sum, which shall be in the amount of the revised Estimated Total Costs, and that the existing bonds shall therefore apply to warrant the Project as revised.

F. All Improvements shall be completed within the Completion Period listed in the Subdivision Reference Data. Subject to any time extensions granted in accordance with Section

6 herein, if the Subdivider has not completed the Improvements within this specified time, the Subdivider shall be in default.

G. Alternatively, in the event of a default by the Subdivider pursuant to Section 12, and after written notice to Subdivider and reasonable opportunity to cure, the City, at its sole option, shall have the right, without limiting any other rights and remedies available to the City at law or in equity, to draw upon or utilize any or' all Improvement Securities furnished herewith to construct and install the Improvements itself.

8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Performance Security shall be released in full upon the occurrence of both of the following:

1. All "Public Improvements" (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners or a private community association) shall be first completed, certified completed by the Director and then accepted as complete by the City Council.

2. All private Improvements (Improvements that are to be owned by individual property owners or a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then certified as complete by the Director.

B. Partial releases or reductions in the Subdivider's Performance Security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the Director shall review and comment or approve the completion of the required work within 45 days. If the Director does not agree that all work has been completed in accordance with the plans and specifications for the improvements, the Director shall supply a list of all remaining work to be completed within this 45-day period.

Within 45 days of receipt of the list of remaining work from the Director, the Subdivider may then provide cost estimates for all remaining work for review and approval by the Director. Upon receipt of the cost estimates, the Director shall then have 45 days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for a partial release as the Director otherwise deems appropriate.

If the Director approves the cost estimate, the Director shall release all Performance Security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of Performance Security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original Performance Security unless the Director allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the Performance Security, subject to the

approval of the Director. If substitute bonds or other security is used as a replacement for the Performance Security released, the release shall not be effective unless and until the Director receives and approves that form of replacement security. A reduction in the Performance Security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required Public Improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the Improvements.

The Subdivider shall complete the works of improvement until all items are accepted by the City.

Upon the completion of the work on all of the Improvements specified in Exhibit B, the Subdivider, or his or her assigns, shall request in writing a final inspection in accordance with Subsection 4B, and within thirty (30) days of the Director's certification that the project is complete, the release of any remaining performance security shall be placed upon the agenda of the City Council for approval of the release of any remaining performance security.

C. Payment Security shall, after passage of the time within which claims of lien are required to be recorded pursuant to Part 6 (commencing with Section 8000) of Division 4 of the California Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the City Council, and if no claims have been recorded, the security shall be released in full.

D. The partial release provisions of this Section 8 shall not apply to any required guarantee and warranty period required by Section 66499.9 of the California Government Code for the guarantee or warranty nor to the amount of the Warranty Security deemed necessary by the City for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within sixty (60) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement Performance Security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. if at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such Improvement Security shall be promptly released.

F. In the event the time periods for action by the City or other governmental agency specified in this Section conflict with a shorter or longer time period for such actions as provided in California Government Code Section 66499.7 or 66499.8, the time periods in Government Code Section 66499.7 and 66499.8 shall control.

9. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, officials, employees, agents and volunteers (collectively, "City Personnel"), shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective or inferior methods, materials, workmanship, or design (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees, contractors, subcontractors and agents, except as limited by California Civil Code, Section 2782 or to the extent caused by the City's negligence or willful misconduct. Subdivider shall indemnify, hold harmless and defend the City and City Personnel from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults, including Subdivider's acts or failure to act.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or City Personnel, prepared, supplied or reviewed any Improvement Plans in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City and City Personnel shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, including without limitation, design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's design or construction of Improvements. The Subdivider's indemnity obligations hereunder shall remain in effect for one (1) year following acceptance of the respective Improvement(s) by the City Council.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City and City Personnel to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided the City gives the Subdivider prompt written notice of such claim.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City and City Personnel to the extent of the indemnity above provided.

10. INSURANCE

A. The following coverages shall be obtained and maintained by Subdivider on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the

construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor. Subdivider may satisfy insurance requirements contained herein by Subdivider's master insurance policies covering other operations and locations.

B. Insurance During Construction. Subdivider shall obtain and maintain the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on Insurance Services Offices ("ISO") ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence for all coverages and two million dollars ($2,000,000) general aggregate. City and City Personnel shall be added as additional insureds using ISO Form CG 20 10 11 85, or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any City Personnel. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

C. Insurance After Construction. Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall obtain and maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the ISO broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available. This requirement may be satisfied through a combination Builders' Risk and Property Insurance master policy at Subdivider's option.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance as unobtainable shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 100% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence for all coverages and two million dollars general

aggregate. City and City Personnel shall be added as additional insureds using ISO Form CG 20 10 11 85, or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any City Personnel.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

D. Provisions Pertaining to Insurance Provided by Subdivider.

All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability policies using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide complete copies of all required insurance policies, including without limitation, any endorsements modifying coverage in any way, upon request from City.

Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such evidence shall be in the form of a certificate of insurance.

Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). The requirement for general liability may be satisfied by Subdivider through the procurement of CIP policies covering some or all of the subcontractors. Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all certificates of insurance obtained in compliance with this Section will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than five million dollars ($5,000,000) for each occurrence, until the warranty period specified in this Agreement expires.

Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably

disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 6 of this Agreement, failure to complete construction and installation of the Improvements or any of them by the Completion Date;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the guarantee and warranty period required by Subsection 5(A) of this Agreement, or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 6 of this Agreement, failure to perform substantial work on the Improvements or on any of them, after commencement of work on same, for a period of thirty (30) days after written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within the time period specified in the Agreement for the performance of that obligation, or if no time is specified, within thirty (30) days after written notice thereof from the City.

B. The City reserves to itself all remedies available to it at law or in equity for any breach of the Subdivider's obligations under this Agreement. After written notice to the Subdivider of alleged default and failure by the Subdivider to promptly commence the cure of any alleged default and diligently prosecute such cure to completion, the City shall have the right, without limitation of other rights or remedies, to tender against, draw upon or utilize any or all Improvement Securities furnished hereunder to complete the Improvements, or request said surety take over and complete the Improvements, or otherwise mitigate the City's damages in the event of the Subdivider's default.

C. The Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, the City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

D. Following the written notice of alleged default and failure by the Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to the Subdivider as may be on the site of the work and necessary for the performance of the work. The Subdivider hereby consents to such entry by the City and its representatives, including employees, agents, and contractors, upon any real property in the Subdivision owned by the Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following the Subdivider's default.

E. The Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, the City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, the City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by the Subdivider.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

13. RELATIONSHIP OF THE PARTIES

Neither the Subdivider, nor any of the Subdivider's contractors, subcontractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of the Subdivider's obligations under this Agreement. The Subdivider shall not, at any time or in any manner, represent or allow representation by its contractors, subcontractors, employees or agents that any of them are contractors, subcontractors, employees or agents of the City.

14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this Subsection A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve the Subdivider of its obligations hereunder. If the Subdivider intends to sell the entire Subdivision to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of Improvement Securities. Upon the City's approval of the novation and substitution of Improvement Securities, the Subdivider may request a release or reduction of the Improvement Securities furnished pursuant to this Agreement.

15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or be given by certified United States Mail, return receipt requested, or by nationally recognized overnight courier, addressed as follows:

If to the City: City of McFarland
Attn: City Manager
401 W Kern Avenue
McFarland, CA 93250

With a copy to: Nathan M. Hodges, City Attorney
nathan@hodges-lawgroup.com

If to the Subdivider: To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if sent by certified mail, shall be deemed effective on the date of delivery or attempted delivery shown on the return receipt, and notices given by overnight courier shall be deemed effective one (1) business day following delivery to the overnight courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, as specified herein.

16. ENTIRE AGREEMENT

This Agreement, along with the Resolution of Approval and Development Agreement approved previously by the City, constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to its subject matter, supersedes all negotiations, prior discussions and preliminary agreements. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the Director.

17. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

18. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data, the Recitals, and Exhibits A and B, are attached hereto and incorporated into this Agreement.

19. GOVERNING LAW; VENUE

This Agreement shall be governed by the domestic laws of the State of California, without regard to its laws regarding choice of applicable law. Venue for any action relating to this Agreement shall be in the Kern County Superior Court.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

21. LIENS

Subdivider represents and warrants that Subdivider owns the Property, and that there are no encumbrances on the Property that would prohibit or interfere with this Agreement or the rights granted to City hereunder, and that there are no monetary liens (except for property taxes and assessments not yet delinquent) affecting the Property.

22. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

LEORA, LLC "SUBDIVIDER"

By: _____
Its: _____

Date: _____

"CITY"
CITY OF MCFARLAND

By: _____
Saul Ayon, Mayor

ATTEST:

By: _____
Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

By: _____
Nathan Hodges, City Attorney

INSERT NOTARY

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Kern, City of McFarland, described as follows:

Parcel B of Lot Line Adjustment No. 5-06, as evidenced by a Certificate of Correction recorded October 27, 2006 as Instrument No. 0206267032 of Official Records, being more particularly described as all of said Parcel 2 of Parcel Map No. 10234 recorded November 22, 1995 in Book 47 page 134 of Parcel aps.

Excepting therefrom the following described parcel of land.

Beginning at the northwest corner of said Parcel l; thence (1) N 89"05'37° W, 60.00 feet along the westerly prolongation of the north line of said Parcel 1; thence (2) S 0"54'23" W, 514.51 feet, parallel to and 60.00 feet west of the west line of said Parcell, to the south line of said Parcel 2; thence (3) S 89°41'00" E, 60.00 feet to the southwest corner of said Parcel 1; thence (4) N 0•54•23" E, 513.89 feet along said west line of Parcel 1 to the point of beginning.

APN: 060-090-29-00-0

EXHIBIT B

SCHEDULE OF IMPROVEMENTS FOR

FINAL TRACT MAP NO. 22-002

CATEGORIES OF IMPROVEMENTS

	Sewer Condition #69	**Drainage** Condition #70	**Water** Condition #71	**Street** Condition #66-68	**Grading**	**Total**
Estimated Total Cost	**$33,180.00**	**$62,102.00**	**$25,648.10**	**$1,091,702.50**	**$5,220.00**	**$1,217,853**
Performance Security	**$33,180.00**	**$62,102.00**	**$25,648.10**	**$1,091,702.50**	**$5,220.00**	**$1,217,853**
Payment Security	**$33,180.00**	**$62,102.00**	**$25,648.10**	**$1,091,702.50**	**$5,220.00**	**$1,217,853**
Warranty Security	**$33,180.00**	**$62,102.00**	**$25,648.10**	**$1,091,702.50**	**$5,220.00**	**$1,217,853**

EXHIBIT C

Form of Improvement Securities
1.Labor and Material Bond

2. Performance Bond

3. Surety

4. Engineer Estimates

Sub Division

LABOR AND MATERIAL BOND

BOND NO. CAC 722262
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, LEORA, LLC, as Principal, and MERCHANTS BONDING COMPANY, MUTUAL, a corporation organized and doing business under and by virtue of the laws of the State of IOWA and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the CITY OF MCFARLAND as Obligee, in the penal sum of ONE MILLION SEVEN HUNDRED TWELVE THOUSAND FOUR HUNDRED ELEVEN AND NO/100 ($ 1,712,411.00) DOLLARS, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the CITY OF MCFARLAND, State of California, as Obligee, for the designated public improvements in the subdivision identified as TRACT 7393 PHASE 1 IMPROVEMENTS, as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the IMPROVEMENT AGREEMENT FOR TRACT 7393 PHASE 1 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the CITY OF MCFARLAND and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure for material furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY OF MCFARLAND in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on DECEMBER 6, 2022.

PRINCIPAL: LEORA, LLC

SURETY: MERCHANTS BONDING COMPANY (MUTUAL)

SUSAN FOURNIER Attorney-in-Fact

ID-1093 (CA) Subdivision Labor and Material Bond (REV. 1/01)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On DEC 0 6 2022 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MGC1 KATHERINE DUPONT COMM. # 2378222 NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY COMM. EXPIRES OCT. 12, 2025 MGC1

Signature _____ **(Seal)**

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John T Page; Ryan Tash; Stephanie Raquel Nakken; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of December 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. CAC 722262
$ 28,686 **premium is for**
a term of 2 **year(s)**

KNOW ALL MEN BY THESE PRESENTS:

That we, LEORA, LLC, as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized and doing business under and by virtue of the laws of the State of IOWA and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the CITY OF MCFARLAND as Obligee, in the penal sum of ONE MILLION SEVEN HUNDRED TWELVE THOUSAND FOUR HUNDRED ELEVEN AND NO/100 ($1,712,411.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, identified as TRACT NO 7393 PHASE 1, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now therefore, the condition of this obligation is such that is the above bounden principal, his or its heirs, executors, administrators, successor or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on 6TH DECEMBER, 2022.

PRINCIPAL: LEORA, LLC

SURETY: MERCHANTS BONDING COMPANY (MUTUAL)

SUSAN FOURNIER Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On DEC 0 6 2022 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. # 2378222
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES OCT. 12, 2025

Signature _____ **(Seal)**

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John T Page; Ryan Tash; Stephanie Raquel Nakken; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of December 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CLTA SUBDIVISION

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FWKN-TO22001725

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company
2540 W. Shaw Lane, Suite 112
Fresno, CA 93711

Countersigned By:

Tasha Thompson
Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

ISSUING OFFICE:
Title Officer: Erica Madrigal Chicago Title Company 2540 W. Shaw Lane, Suite 112 Fresno, CA 93711 Phone: (559)492-4228 Fax: (559)448-8530 Main Phone: (661)410-4700 Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
$1,000.00	$200.00	Erica Madrigal

Date of Guarantee: December 1, 2022 at 08:00 AM

1. Name of Assured: Kern County

2. Subdivision Map Reference: Tract Map No. 7393 Phase 1

3. The map referred to above recites that it is a subdivision of the following described Land:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

   Leora LLC, a California Limited Liability Company, as fee title owner
   USA - Purpose irrigation pipelines per Book 1978 Page 275 O.R.
   County of Kern - Easement holder Per Book 7 Page 299
   County of Kern- Easement holder per Book 23 Page 176
   Public in General County of Kern - Easement holder Per Book 47 Page 134 O.R.
   United States of America- easement holder per Book 9 of Patents Page 198
   San Joaquin Light and Power Co. - Easement holder per Book 37 Page 404
   City of McFarland- easement holder per Book 62 Pages 81 thru 83.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 060-090-31-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MCFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THE PARCEL MAP NO. 12412, "BEING A DIVISION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 50-06, PER CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 27, 2006 PER DOCUMENT NO. 0206267032, OFFICIAL RECORDS. ALSO LYING IN A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S, R25E, M.D.B& M.", FILED FOR RECORD ON AUGUST 10, 2021, IN BOOK 62 OF PARCEL MAPS, AT PAGE 81 - 83.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

BOND ESTIMATE Date: 10/27/2022

TRACT NO 7393 Phase 1 By: TCB

No. of Lots 56

Acreage: 18.12

Item #	Item Description	Qty	Unit	Unit $	Item $	% COMPLETE	REMAINDER
Grading							
1.	Grading Streets	5,800	cy	9.00	**52,200**	90%	**$5,220.00**
Sewer Improvements							
2.	4" Sewer Line (Laterals)	1,769	lf	30.00	53,070	90%	$5,307.00
3.	8" Sewer Line	1,199	lf	55.00	65,945	90%	$6,594.50
4.	10" Sewer Line	955	lf	65.00	62,075	90%	$6,207.50
5.	12" Sewer Line	1,633	lf	70.00	114,310	90%	$11,431.00
6.	Standard Manhole	14	ea	2,600.00	36,400	90%	$3,640.00
				Subtotal	**$331,800**		**$33,180.00**
Storm Drain Improvements							
7.	18" Storm Drain Pipe	1,174	lf	120.00	140,880	90%	$14,088.00
8.	24" Storm Drain Pipe	778	lf	130.00	101,140	90%	$10,114.00
9.	Standard Manhole	10	lf	4,000.00	40,000	90%	$4,000.00
10.	Type "A" Catch Basin	7	ea	5,000.00	35,000	90%	$3,500.00
11.	Outlet Structure	1	ea	4,000.00	4,000	90%	$400.00
13.	Sump	1	ea	300,000.00	300,000	90%	$30,000.00
				Subtotal	**$621,020**		**$62,102.00**
Water Improvements							
14.	12" C900 Waterline	1,622	lf	48.00	77,856	90%	$7,785.60
15.	12" Gate Valve	4	ea	2,100.00	8,400	90%	$840.00
16.	8" C900 Waterline	2,345	lf	35.00	82,075	90%	$8,207.50
17.	8" Gate Valve	11	ea	1,050.00	11,550	90%	$1,155.00
18.	Hydrant Assembly	6	ea	4,000.00	24,000	90%	$2,400.00
19.	Tie-in	2	ea	1,100.00	2,200	90%	$220.00
20.	1" Water Services	56	ea	900.00	50,400	90%	$5,040.00
				Subtotal	**$256,481**		**$25,648.10**
Street Improvements							
21.	AC Paving (4" Asphalt)	1,206	tons	65.00	78,390	0%	$78,390.00
22.	AC Paving (2.5" Asphalt)	1,345	tons	65.00	87,425	0%	$87,425.00
23.	AC Paving (5.5" Asphalt)	1,041	tons	65.00	67,665	0%	$67,665.00
24.	AG Base (12" Class 2)	1,920	cy	70.00	134,400	0%	$134,400.00
25.	AG Base (8" Class 2)	2,255	cy	70.00	157,850	0%	$157,850.00
26.	AG Base (16" Class 2)	1,616	cy	70.00	113,120	0%	$113,120.00
27.	6" Curb & Gutter	2,352	lf	25.00	58,800	90%	$5,880.00
28.	Rolled Curb	2,963	lf	25.00	74,075	90%	$7,407.50
29.	4" Thick Sidewalk	16,324	sf	6.00	97,944	0%	$97,944.00
30.	6' High Masonry Wall	2,055	lf	65.00	133,575	0%	$133,575.00
31.	Driveways	6,944	sf	9.00	62,496	0%	$62,496.00
32.	Handicap Ramps	11	ea	2,500.00	27,500	0%	$27,500.00
33.	Street Lights - Mast Arm	15	ea	6,000.00	90,000	0%	$90,000.00
34.	Street Name Signs	11	ea	300.00	3,300	0%	$3,300.00
35.	Traffic Control Signs	5	ea	300.00	1,500	0%	$1,500.00
36.	Cross Gutters	3	ea	5,500.00	16,500	0%	$16,500.00
37.	Monument Encasements	9	ea	750.00	6,750	0%	$6,750.00
				Subtotal	**$1,211,290**		**$1,091,702.50**
				Total	**$2,472,791**		**$1,217,853**
				20% Contingency	**$494,558**		

Total Estimate	**$2,967,349**
Work Completed	**$1,254,938**
Work Remaining	**$1,712,411**

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager/ Chief of Police

DATE: **January 12, 2023**

SUBJECT: Report, Discussion, and Appointment of Councilmembers on Subcommittees and Special District Committees by the Mayor.

SUMMARY:

Many elected bodies divide into subcommittees to study specific matters impacting their communities. Subcommittees can facilitate the decision-making process on critical items. Preform the following functions:

- Clearly define the mission before creating a subcommittee.
- Set deadlines for reports.
- Monitor assignments to check on progress.
- Rotate membership periodically.
- Keep nonmembers informed of meetings and action.
- Monitor the amount of staff effort required.
- ***Review the list of subcommittees annually*** and delete those that are no longer necessary.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Council review and Mayor update the list of subcommittees and appoint two (2) members to each subcommittee.

ATTACHMENT:

Attachment 1 – Subcommittees List

Attachment 2- Special District List

Standing Committees

Resolution NO: 2022-0017 – Establishing City Council Committees to be Consolidated into Three Committees: As Follow

Public Safety Committee- (Law Enforcement, Prison, PAL Program, Fire Services, Public Works): **Councilmembers Saul Ayon and Ricardo Cano**

Quality of Life- (Downtown Design, Veterans Memorial, Festival Committee, Euthanasia Committee): **Councilmembers Sally Tafoya and Maria Pérez**

Public Policy and Finance Committee- (Finance, Development, Economic Development Ad-Hoc Task Force, Refuse, Legislative): **Councilmembers Saul Ayon and Amador Ayon**

Ad Hoc Committee – Review and Analyze Methods of Operations: **Councilmembers Saul Ayon and Sally Tafoya** - Resolution NO. 2022-0097

Cannabis Committee- Review and Analyze all Cannabis Related Items within the City of McFarland: **Councilmember Saul Ayon and Ricardo Cano**- Resolution NO. 2022-0137

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