

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

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

March 09, 2023
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, Maria T. Pérez

INVOCATION

PLEDGE OF ALLEGIANCE

FEATURED PET

Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

- Presented by: Community Development Director Larry Ronk III

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Certificates of Recognition to the McFarland High School Varsity Basketball Team Coaches on behalf of Mayor Saul Ayon.
- Certificates of Recognition to the McFarland High School Varsity Basketball Team on behalf of Mayor Saul Ayon.

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

- McFarland Police Department: STAT'S
- Public Works Department: Update

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 the Expense Report in the Amount of \$645,193.11 from January 25 to February 7, 2023.
2. Approval of the Payroll Report for the Month of February 2023 in the Amount of \$292,280.84.
3. Approval of February 23, 2023 Regular Meeting Minutes.
4. Approval of February 23, 2023 Special Meeting Minutes.

PUBLIC HEARINGS

5. It is Recommended that the City Council Conduct a Public Hearing to Receive Public Input and Consideration Regarding any Unmet Transit Needs in the City of McFarland (2023/2024) and Forward all Comments to the Kern County Council of Governments (KCOG).
 - a. Open Public Hearing and Receive Public Testimony:
 - b. Close Public Hearing:

ADMINISTRATIVE AGENDA

6. Report, Discuss and Possible Approval of Resolution No. 2023-0013, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND FINDING THERE ARE NO UNMET PUBLIC TRANSIT NEEDS WHICH CAN REASONABLY BE MET IN THE CITY OF MCFARLAND (2023/2024).
7. Report, Discuss and Possible Approval of Resolution No. 2023-0027A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GAS TAX FUND IN THE AMOUNT OF \$6,163.29 FOR ADDITIONAL CONTINGENCY FUNDS FOR THE DAVIS AVENUE AND HAIL LANE RECONSTRUCTION PROJECT.
8. Report, Discuss and Accept the Completed Work by A. J. Excavation Inc. for the Davis Ave. Reconstruction and Hail Lane Reconstruction Project and Authorize the City Clerk to File the Notice of Completion with the Kern County Recorder.
9. Report Discussion and Possible Approval of Resolution No. 2023-0028 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING SECOND AMENDMENT OF AGREEMENT WITH DOUGLASS BROWN DBA DOUGLASS ENVIRONMENTAL.
10. Report, Discuss and Possible Approval of Resolution No. 2023-0029 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS TO THE CITY COUNCIL BUDGET FROM THE GENERAL FUND.
11. Report, Discuss, and Possible Approval of the Employment Agreement Between the City of McFarland and Serrena McCuan for the Human Resources Director Position.
12. Report, Discuss and Possible Approval of the Employment Agreement Between the City of McFarland and Patrick Jacobs for the Interim Public Works Director Position.
13. Report, Discuss and Possible Approval of the Employment Agreement Between the City of McFarland and Brian Knox for the Interim Chief of Police Position.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Kern Economic Development Corp. (KEDC)
- c. Kern Local Agency Formation Commission (LAFCO)
- d. Delano Mosquito Abatement District (DMAD)
- e. Poso Creek (IRWMP)
- f. San Joaquin Valley Air Pollution Control District (SJV)
- g. Public Policy and Finance Committee
- h. Public Safety Committee
- i. Quality of Life Committee
- j. Ad Hoc Committee
- k. Cannabis Committee

COUNCIL STATEMENTS AND REPORTS

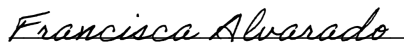
On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request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

CLOSED SESSION

None

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on March 06, 2023.


Francisca Alvarado, City Clerk

Kenneth Williams, City Manager/ Chief of Police

Next Meeting: Regular City Council March 23, 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 1/25/2023 - 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AJEXAC - A.J. Excavation Inc.					
A.J. Excavation Inc.	INV 22-150-03	02/02/2023	INV 22-150-03	25-000-52960-8490-1	72,355.55
Vendor AJEXAC - A.J. Excavation Inc. Total:					72,355.55
Vendor: Advance Flow Measure - Advance Flow Measure					
Advance Flow Measure	INV 0004840	01/26/2023	INV 0004840 2023 Compliance ...	30-500-53250-0000-1	450.00
Vendor Advance Flow Measure - Advance Flow Measure Total:					450.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	INV 0159739	01/26/2023	INV 0159739	01-130-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: American Fidelity - American Fidelity					
American Fidelity	CM0000297	01/26/2023	Health FSA	01-22600-0000-1	-56.16
American Fidelity	CM0000297	01/26/2023	Health FSA	30-22600-0000-1	-10.38
American Fidelity	CM0000297	01/26/2023	Health FSA	32-22600-0000-1	-10.38
American Fidelity	CM0000298	01/26/2023	Life 1	01-22900-0000-1	-111.60
American Fidelity	CM0000298	01/26/2023	Life 1	30-22900-0000-1	20.28
American Fidelity	CM0000298	01/26/2023	Life 1	31-22900-0000-1	11.22
American Fidelity	CM0000298	01/26/2023	Life 1	32-22900-0000-1	-10.07
American Fidelity	CM0000298	01/26/2023	Life 1	34-22900-0000-1	34.33
American Fidelity	CM0000299	01/26/2023	Life 3	01-22900-0000-1	-5.57
American Fidelity	CM0000299	01/26/2023	Life 3	30-22900-0000-1	-4.17
American Fidelity	CM0000299	01/26/2023	Life 3	32-22900-0000-1	-4.18
American Fidelity	CM0000300	01/26/2023	Life 3	01-22900-0000-1	-6.53
American Fidelity	CM0000300	01/26/2023	Life 3	30-22900-0000-1	-4.90
American Fidelity	CM0000300	01/26/2023	Life 3	32-22900-0000-1	-4.89
American Fidelity	CM0000301	01/26/2023	Life 3	01-22900-0000-1	-5.42
American Fidelity	CM0000301	01/26/2023	Life 3	30-22900-0000-1	-4.07
American Fidelity	CM0000301	01/26/2023	Life 3	32-22900-0000-1	-4.07
American Fidelity	INV0022946	01/26/2023	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0022947	01/26/2023	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0022948	01/26/2023	American Fidelity - Disability In...	01-22700-0000-1	335.59
American Fidelity	INV0022949	01/26/2023	Life 1	01-22900-0000-1	134.75
American Fidelity	INV0022950	01/26/2023	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0022960	01/26/2023	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0022979	01/26/2023	American Fidelity Accident 2* P...	30-22800-0000-1	39.49
American Fidelity	INV0022979	01/26/2023	American Fidelity Accident 2* P...	34-22800-0000-1	15.41
American Fidelity	INV0022980	01/26/2023	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0022980	01/26/2023	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0022981	01/26/2023	American Fidelity - Disability In...	01-22700-0000-1	14.62
American Fidelity	INV0022981	01/26/2023	American Fidelity - Disability In...	30-22700-0000-1	88.41
American Fidelity	INV0022981	01/26/2023	American Fidelity - Disability In...	31-22700-0000-1	10.69
American Fidelity	INV0022981	01/26/2023	American Fidelity - Disability In...	32-22700-0000-1	45.82
American Fidelity	INV0022981	01/26/2023	American Fidelity - Disability In...	34-22700-0000-1	30.76
American Fidelity	INV0022982	01/26/2023	Health FSA	01-22600-0000-1	132.68
American Fidelity	INV0022982	01/26/2023	Health FSA	30-22600-0000-1	188.64
American Fidelity	INV0022982	01/26/2023	Health FSA	31-22600-0000-1	122.87
American Fidelity	INV0022982	01/26/2023	Health FSA	32-22600-0000-1	215.40
American Fidelity	INV0022983	01/26/2023	Life 2	01-22900-0000-1	-6.07
American Fidelity	INV0022983	01/26/2023	Life 2	30-22900-0000-1	15.98
American Fidelity	INV0022983	01/26/2023	Life 2	32-22900-0000-1	-4.57
American Fidelity	INV0022983	01/26/2023	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0023007	01/26/2023	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0023008	01/26/2023	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0023009	01/26/2023	Cancer 1 American Fidelity	30-22950-0000-1	5.74

Expense Approval Report

Payment Dates: 1/25/2023 - 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Fidelity	INV0023009	01/26/2023	Cancer 1 American Fidelity	31-22950-0000-1	5.74
American Fidelity	INV0023009	01/26/2023	Cancer 1 American Fidelity	32-22950-0000-1	5.94
American Fidelity	INV0023010	01/26/2023	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
American Fidelity	INV0023011	01/26/2023	Cancer 2* - American Fidelity Pr...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					1,373.91

Vendor: Auto Zone - Auto Zone

Auto Zone	INV 6270566595	01/26/2023	INV 6270566595 (01-03-23) Bat...	01-150-56600-0000-1	154.98
Auto Zone	INV 6270516853	01/31/2023	INV 6270516853 (10/16/22) Rai...	01-150-56600-0000-1	18.54
Auto Zone	INV 6270516874	01/31/2023	INV 6270516874 (10/16/22) Wi...	01-150-56600-0000-1	64.76
Auto Zone	INV 6270532002	01/31/2023	INV 6270532002 (11/05/22) Rai...	01-150-56600-0000-1	5.67
Auto Zone	INV 6270532957	01/31/2023	INV 6270532957 (11/6/22) Tire...	01-150-56600-0000-1	39.37
Auto Zone	INV 6270533420	01/31/2023	INV 6270533420 (11/7/22) Dura...	01-150-56600-0000-1	39.73
Vendor Auto Zone - Auto Zone Total:					323.05

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

BHT Engineering, Inc.	INV 22-193	01/26/2023	INV 22-193 E. Kern-Industrial to...	25-000-52960-2306-1	1,345.00
BHT Engineering, Inc.	INV 22-249	01/26/2023	INV 22-249 Davis from Elmo to ...	25-000-52960-8490-1	537.50
BHT Engineering, Inc.	INV 22-360	01/26/2023	Inv No 22-360 - LLA 22-01 tract ...	01-140-56000-8479-1	97.50
BHT Engineering, Inc.	INV 22-551	01/26/2023	Inv No 22-551 - LLA 22-01 - Trac...	01-140-56000-8479-1	915.00
BHT Engineering, Inc.	INV 22-180	01/31/2023	INV 22-180 Transit Station@Ind...	34-520-52910-8410-1	4,560.00
BHT Engineering, Inc.	INV 22-189	01/31/2023	INV 22-189 Transit Station@Ind...	34-520-52910-8410-1	5,195.00
BHT Engineering, Inc.	INV 22-226	01/31/2023	INV 22-226 Transit Station@Ind...	34-520-52910-8410-1	2,905.00
BHT Engineering, Inc.	INV 22-304	01/31/2023	INV. 22-304 Davis from Elmo to...	25-000-52960-8490-1	772.50
BHT Engineering, Inc.	INV 22-330	01/31/2023	INV. 22-330 Ebell from Woodruff..	25-000-52960-2303-1	222.50
BHT Engineering, Inc.	INV 22-331	01/31/2023	INV. 22-331 Wiley from Sherwo...	25-000-52960-2304-1	285.00
BHT Engineering, Inc.	INV 22-355	01/31/2023	INV 22-355Transit Station@Ind...	34-520-52910-8410-1	1,505.00
BHT Engineering, Inc.	INV 22-356	01/31/2023	INV 22-356 San Juan from Sher...	25-000-52960-2305-1	2,555.00
BHT Engineering, Inc.	INV 22-357	01/31/2023	INV 22-357 E. Kern- Industrial to...	25-000-52960-2306-1	2,605.00
BHT Engineering, Inc.	INV 22-361	01/31/2023	Inv No 22-361 - eminent domain...	01-140-56000-0000-1	645.00
BHT Engineering, Inc.	INV 22-474	01/31/2023	INV 22-474 Davis from Elmo to ...	25-000-52960-8490-1	12,860.00
BHT Engineering, Inc.	INV 22-475	01/31/2023	INV 22-475 2nd from Harlow to...	25-000-52960-8290-1	487.50
BHT Engineering, Inc.	INV 22-477	01/31/2023	INV 22-477 Ebell from Woodruff..	25-000-52960-2303-1	2,610.00
BHT Engineering, Inc.	INV 22-478	01/31/2023	INV 22-478 Wiley from Sherwo...	25-000-52960-2304-1	3,570.00
BHT Engineering, Inc.	INV 22-479	01/31/2023	INV 22-479 San Juan from Sher...	25-000-52960-2305-1	1,880.00
BHT Engineering, Inc.	INV 22-480	01/31/2023	INV 22-480 E. Kern-Industrial to...	25-000-52960-2306-1	2,120.00
BHT Engineering, Inc.	INV 22-521	01/31/2023	Inv No 22-521 - eminent domain...	01-140-56000-0000-1	72.50
BHT Engineering, Inc.	INV 22-522	01/31/2023	INV 22-522 Transit Station@Ind...	34-520-52910-8410-1	3,460.00
BHT Engineering, Inc.	INV 22-558	01/31/2023	INV 22-558 Davis from Elmo to ...	25-000-52960-8490-1	15,140.00
BHT Engineering, Inc.	INV 22-559	01/31/2023	INV 22-559 Transit Station@Ind...	34-520-52910-8410-1	2,980.00
BHT Engineering, Inc.	INV 22-561	01/31/2023	INV 22-561 Wiley from Sherwo...	25-000-52960-2304-1	770.00
BHT Engineering, Inc.	INV 22-562	01/31/2023	INV 22-562 San Juan from Sher...	25-000-52960-2305-1	3,200.00
BHT Engineering, Inc.	INV 22-563	01/31/2023	INV 22-563 E. Kern- Industrial to...	25-000-52960-2306-1	3,152.50
BHT Engineering, Inc.	INV 22-566	01/31/2023	Inv No 22-566 - SMART grant	01-140-56000-0000-1	1,615.00
BHT Engineering, Inc.	INV 22-599	01/31/2023	INV 22-599 Transit Station@Ind...	34-520-52910-8410-1	5,620.00
BHT Engineering, Inc.	INV 22-608	01/31/2023	Inv No 22-608 - eminent domain...	01-140-56000-0000-1	170.00
BHT Engineering, Inc.	INV22-476	01/31/2023	INV 22-476 Transit Station@Ind...	34-520-52910-8410-1	1,107.50
BHT Engineering, Inc.	INV22-560	01/31/2023	INV 22-560 Ebell from Woodruff..	25-000-52960-2303-1	1,585.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					86,545.00

Vendor: B-Line - B-Line Sales Inc.

B-Line Sales Inc.	INV COF5854-12	01/31/2023	INV COF5854-12 Valve, Check, ...	32-510-57400-0000-1	466.54
Vendor B-Line - B-Line Sales Inc. Total:					466.54

Vendor: CA Department of Jus - CA Department of Justice

CA Department of Justice	INV 624060 & INV 593049	01/26/2023	Inv. 624060 Live Scan - City Cle...	01-105-56000-0000-1	49.00
CA Department of Justice	INV 624060 & INV 593049	01/26/2023	Inv. 593049 Live Scan - Human ...	01-130-56000-0000-1	32.00
Vendor CA Department of Jus - CA Department of Justice Total:					81.00

Vendor: CALCLEAN - Cal Clean LLC

Cal Clean LLC	INV 0000102	01/26/2023	INV 0000102	26-110-53100-8550-1	400.00
Vendor CALCLEAN - Cal Clean LLC Total:					400.00

Expense Approval Report

Payment Dates: 1/25/2023 - 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CA DCSS - California Dept of Child Support Services					
California Dept of Child Support...	INV0022959	01/26/2023	CA Dept Child Support Services	01-22350-0000-1	346.15
California Dept of Child Support...	INV0023006	01/26/2023	CA Dept Child Support Services	20-22350-0000-1	304.03
Vendor CA DCSS - California Dept of Child Support Services Total:					650.18
Vendor: CesarGutierrez - Cesar Gutierrez					
Cesar Gutierrez	INV0023032	01/31/2023	Cesar Gutierrez Refund	01-150-41900-0000-1	20.00
Vendor CesarGutierrez - Cesar Gutierrez Total:					20.00
Vendor: CHC Consulting LLC - CHC Consulting LLC					
CHC Consulting LLC	E22-058	01/31/2023	Encroachment 22-058 Refund	01-100-48200-0000-1	36.00
Vendor CHC Consulting LLC - CHC Consulting LLC Total:					36.00
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4144135727	01/26/2023	INV 4144135727 Garment Repo...	01-180-51800-0000-1	91.16
Cintas Corporation No.3	INV 4144135727	01/26/2023	INV 4144135727 Garment Repo...	20-200-51800-0000-1	12.42
Cintas Corporation No.3	INV 4144135727	01/26/2023	INV 4144135727 Garment Repo...	30-500-51800-0000-1	46.86
Cintas Corporation No.3	INV 4144135727	01/26/2023	INV 4144135727 Garment Repo...	32-510-51800-0000-1	5.50
Cintas Corporation No.3	INV 4144834186	01/31/2023	INV 4144834186 Garment Repo...	01-180-51800-0000-1	91.15
Cintas Corporation No.3	INV 4144834186	01/31/2023	INV 4144834186 Garment Repo...	20-200-51800-0000-1	12.41
Cintas Corporation No.3	INV 4144834186	01/31/2023	INV 4144834186 Garment Repo...	30-500-51800-0000-1	46.86
Cintas Corporation No.3	INV 4144834186	01/31/2023	INV 4144834186 Garment Repo...	32-510-51800-0000-1	5.52
Vendor Cintas - Cintas Corporation No.3 Total:					311.88
Vendor: Continental Labor Re - Continental Labor Resources, Inc.					
Continental Labor Resources, In...	INV 3001242	01/26/2023	INV 3001242 Abitia & Soria PPE...	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3001242	01/26/2023	INV 3001242 Abitia & Soria PPE...	32-510-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3001892	01/26/2023	INV 3001892 Abitia & Soria PPE...	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3001892	01/26/2023	INV 3001892 Abitia & Soria PPE...	32-510-52200-0000-1	1,024.00
Vendor Continental Labor Re - Continental Labor Resources, Inc. Total:					4,096.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV R871739	01/26/2023	INV R871739 MTR CPLG NO LE...	32-510-57400-0000-1	182.33
Vendor Core & Main LP - Core & Main LP Total:					182.33
Vendor: Creative Financial - Creative Financial Staffing LLC					
Creative Financial Staffing LLC	INV 122020217	01/26/2023	CFS INV122020217 -01162022 S...	01-105-52200-0000-1	403.92
Creative Financial Staffing LLC	INV 122020217	01/26/2023	CFS INV122020217 -01162022 S...	30-500-52200-0000-1	302.94
Creative Financial Staffing LLC	INV 122020217	01/26/2023	CFS INV122020217 -01162022 S...	32-510-52200-0000-1	302.94
Vendor Creative Financial - Creative Financial Staffing LLC Total:					1,009.80
Vendor: DEL-TECH - DEL-TECH					
DEL-TECH	INV 6084	01/26/2023	INV 6084 WW Purging, Logging...	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV 27206765	01/26/2023	INV 27206765	32-510-58000-0000-1	2,698.62
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					2,698.62
Vendor: Douglas Environmenta - Douglas Keith Brown					
Douglas Keith Brown	INV 2268	01/26/2023	Inv No 2268 - San Joaquin Ren...	01-140-56000-8224-1	890.56
Vendor Douglas Environmenta - Douglas Keith Brown Total:					890.56
Vendor: EDD - EDD					
EDD	INV0022964	01/26/2023	State Income Tax Withholding	01-22200-0000-1	2,353.32
EDD	INV0022964	01/26/2023	State Income Tax Withholding	30-22200-0000-1	55.74
EDD	INV0022964	01/26/2023	State Income Tax Withholding	31-22200-0000-1	51.53
EDD	INV0022964	01/26/2023	State Income Tax Withholding	32-22200-0000-1	55.74
EDD	INV0022965	01/26/2023	SDI - State Disability Insurance	01-22200-0000-1	625.87
EDD	INV0022965	01/26/2023	SDI - State Disability Insurance	30-22200-0000-1	11.18
EDD	INV0022965	01/26/2023	SDI - State Disability Insurance	31-22200-0000-1	8.00
EDD	INV0022965	01/26/2023	SDI - State Disability Insurance	32-22200-0000-1	11.20
EDD	INV0022966	01/26/2023	State Unemployment Insurance	01-22250-0000-1	2,115.25
EDD	INV0022966	01/26/2023	State Unemployment Insurance	30-22250-0000-1	14.16
EDD	INV0022966	01/26/2023	State Unemployment Insurance	32-22250-0000-1	14.15
EDD	INV0022967	01/26/2023	Employment Training Tax	01-22275-0000-1	52.89
EDD	INV0022967	01/26/2023	Employment Training Tax	30-22275-0000-1	0.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0022967	01/26/2023	Employment Training Tax	32-22275-0000-1	0.36
EDD	INV0022971	01/26/2023	State Income Tax Withholding	01-22200-0000-1	31.30
EDD	INV0022972	01/26/2023	SDI - State Disability Insurance	01-22200-0000-1	13.22
EDD	INV0022973	01/26/2023	State Unemployment Insurance	01-22250-0000-1	58.76
EDD	INV0022974	01/26/2023	Employment Training Tax	01-22275-0000-1	1.47
EDD	INV0023015	01/26/2023	State Income Tax Withholding	01-22200-0000-1	424.04
EDD	INV0023015	01/26/2023	State Income Tax Withholding	20-22200-0000-1	4.66
EDD	INV0023015	01/26/2023	State Income Tax Withholding	30-22200-0000-1	520.59
EDD	INV0023015	01/26/2023	State Income Tax Withholding	31-22200-0000-1	161.90
EDD	INV0023015	01/26/2023	State Income Tax Withholding	32-22200-0000-1	255.90
EDD	INV0023015	01/26/2023	State Income Tax Withholding	34-22200-0000-1	16.59
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	01-22200-0000-1	189.71
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	20-22200-0000-1	21.96
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	30-22200-0000-1	145.16
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	31-22200-0000-1	48.84
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	32-22200-0000-1	97.65
EDD	INV0023016	01/26/2023	SDI - State Disability Insurance	34-22200-0000-1	12.67
EDD	INV0023017	01/26/2023	State Unemployment Insurance	01-22250-0000-1	824.50
EDD	INV0023017	01/26/2023	State Unemployment Insurance	20-22250-0000-1	97.57
EDD	INV0023017	01/26/2023	State Unemployment Insurance	30-22250-0000-1	603.66
EDD	INV0023017	01/26/2023	State Unemployment Insurance	31-22250-0000-1	180.53
EDD	INV0023017	01/26/2023	State Unemployment Insurance	32-22250-0000-1	393.51
EDD	INV0023017	01/26/2023	State Unemployment Insurance	34-22250-0000-1	56.30
EDD	INV0023018	01/26/2023	Employment Training Tax	01-22275-0000-1	20.61
EDD	INV0023018	01/26/2023	Employment Training Tax	20-22275-0000-1	2.45
EDD	INV0023018	01/26/2023	Employment Training Tax	30-22275-0000-1	15.08
EDD	INV0023018	01/26/2023	Employment Training Tax	31-22275-0000-1	4.53
EDD	INV0023018	01/26/2023	Employment Training Tax	32-22275-0000-1	9.83
EDD	INV0023018	01/26/2023	Employment Training Tax	34-22275-0000-1	1.41
Vendor EDD - EDD Total:					9,584.14

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Payment ...	INV0022962	01/26/2023	Federal Income Tax Withholding	01-22050-0000-1	5,630.85
Electronic Federal Tax Payment ...	INV0022962	01/26/2023	Federal Income Tax Withholding	30-22050-0000-1	123.19
Electronic Federal Tax Payment ...	INV0022962	01/26/2023	Federal Income Tax Withholding	31-22050-0000-1	106.13
Electronic Federal Tax Payment ...	INV0022962	01/26/2023	Federal Income Tax Withholding	32-22050-0000-1	123.20
Electronic Federal Tax Payment ...	INV0022963	01/26/2023	Social Security	01-22100-0000-1	8,623.24
Electronic Federal Tax Payment ...	INV0022963	01/26/2023	Social Security	30-22100-0000-1	154.16
Electronic Federal Tax Payment ...	INV0022963	01/26/2023	Social Security	31-22100-0000-1	110.30
Electronic Federal Tax Payment ...	INV0022963	01/26/2023	Social Security	32-22100-0000-1	154.12
Electronic Federal Tax Payment ...	INV0022968	01/26/2023	Medicare	01-22150-0000-1	2,016.72
Electronic Federal Tax Payment ...	INV0022968	01/26/2023	Medicare	30-22150-0000-1	36.08
Electronic Federal Tax Payment ...	INV0022968	01/26/2023	Medicare	31-22150-0000-1	25.80
Electronic Federal Tax Payment ...	INV0022968	01/26/2023	Medicare	32-22150-0000-1	36.00
Electronic Federal Tax Payment ...	INV0022969	01/26/2023	Federal Income Tax Withholding	01-22050-0000-1	103.90
Electronic Federal Tax Payment ...	INV0022970	01/26/2023	Social Security	01-22100-0000-1	182.16
Electronic Federal Tax Payment ...	INV0022975	01/26/2023	Medicare	01-22150-0000-1	42.60
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	01-22050-0000-1	1,294.93
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	20-22050-0000-1	7.21
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	30-22050-0000-1	1,338.21
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	31-22050-0000-1	349.73
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	32-22050-0000-1	618.77
Electronic Federal Tax Payment ...	INV0023013	01/26/2023	Federal Income Tax Withholding	34-22050-0000-1	68.86
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	01-22100-0000-1	2,613.38
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	20-22100-0000-1	302.42
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	30-22100-0000-1	1,999.06
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	31-22100-0000-1	672.44
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	32-22100-0000-1	1,347.34
Electronic Federal Tax Payment ...	INV0023014	01/26/2023	Social Security	34-22100-0000-1	174.52
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	01-22150-0000-1	611.20
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	20-22150-0000-1	70.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	30-22150-0000-1	467.58
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	31-22150-0000-1	157.24
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	32-22150-0000-1	315.06
Electronic Federal Tax Payment ...	INV0023019	01/26/2023	Medicare	34-22150-0000-1	40.82
Vendor EFTPS - Electronic Federal Tax Payment System Total:					29,917.96
Vendor: FedEx - FedEx					
FedEx	INV 7-928-67043	01/26/2023	FedEx Mail Inv No 7-928-67043 ..	01-140-56000-8479-1	76.44
Vendor FedEx - FedEx Total:					76.44
Vendor: flockgroup - Flock Group Inc					
Flock Group Inc	INV 6773	01/26/2023	INV-6773 - Twenty Flock Camer...	01-150-52950-2319-1	25,000.00
Flock Group Inc	INV 6773	01/26/2023	INV-6773 - Professional Services..	01-150-56000-2319-1	9,000.00
Vendor flockgroup - Flock Group Inc Total:					34,000.00
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0022961	01/26/2023	Case#609265321	01-22350-0000-1	75.00
Vendor Franchise Tax - Franchise Tax Total:					75.00
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	INV 6617923437-01192023	01/31/2023	6617923437 01192023	01-185-57800-0000-1	108.56
Vendor Frontier - Frontier California Inc. Total:					108.56
Vendor: Golden Valley Orchar - Golden Valley Orchard Supply Inc.					
Golden Valley Orchard Supply I...	SO 244260	01/31/2023	SO244260 R-Z Brushcutter, Aut...	01-180-57400-0000-1	854.17
Golden Valley Orchard Supply I...	SO 244260	01/31/2023	SO244260 R-Z Brushcutter, Aut...	32-510-57400-0000-1	434.18
Vendor Golden Valley Orchar - Golden Valley Orchard Supply Inc. Total:					1,288.35
Vendor: Grainger - Grainger					
Grainger	INV 958456641	01/31/2023	INV 9584566617 Striping Wand...	30-500-57400-0000-1	268.89
Grainger	INV 9584566591	01/31/2023	INV 9584566617 Marking Wand...	30-500-57400-0000-1	95.94
Grainger	INV 9584566617	01/31/2023	INV 9584566617 Marking Paint ...	30-500-57400-0000-1	818.37
Grainger	INV 9584566625	01/31/2023	INV 9584566625 Marking Paint ...	30-500-57400-0000-1	163.67
Vendor Grainger - Grainger Total:					1,346.87
Vendor: Granite Construction - Granite Construction					
Granite Construction	INV 2406214	01/26/2023	INV 2406214 Natural Fines 4.92...	01-180-56500-0000-1	138.42
Granite Construction	INV 2403194	01/31/2023	INV 2403194 #4CMASC30000 Q...	01-180-56500-0000-1	953.62
Vendor Granite Construction - Granite Construction Total:					1,092.04
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	INV 361152	01/26/2023	INV 361152	01-115-54000-0000-1	2,101.24
Gregs Petroleum	INV 362329	01/26/2023	INV 362329	01-115-54000-0000-1	1,680.09
Vendor Gregs Petroleum - Gregs Petroleum Total:					3,781.33
Vendor: Hodges - Hodges Law Group					
Hodges Law Group	INV 00474	02/02/2023	INV 00474	01-130-56100-0000-1	15,320.94
Vendor Hodges - Hodges Law Group Total:					15,320.94
Vendor: Home Depot - Home Depot					
Home Depot	INV0023021	01/26/2023	Auth Code 010388/2020671 Un...	01-180-57400-0000-1	183.25
Home Depot	INV0023022	01/26/2023	Auth Code 021638/1512218 Led...	01-185-56400-0000-1	41.19
Home Depot	INV0023022	01/26/2023	Auth Code 021638/1512218 Led...	01-190-56400-0000-1	41.04
Home Depot	INV0023022	01/26/2023	Auth Code 021638/1512218 Led...	32-510-57400-0000-1	20.48
Home Depot	INV0023040	01/31/2023	AUTH CODE 025053/7510853 ...	30-500-57400-0000-1	140.68
Home Depot	INV0023042	01/31/2023	Auth Code 030500/2532361 6ft ..	01-180-57400-0000-1	251.64
Vendor Home Depot - Home Depot Total:					678.28
Vendor: John Hancock - John Hancock					
John Hancock	INV0022944	01/26/2023	401K - Employer	01-20800-0000-1	4,114.11
John Hancock	INV0022944	01/26/2023	401K - Employer	30-20800-0000-1	20.51
John Hancock	INV0022944	01/26/2023	401K - Employer	32-20800-0000-1	20.51
John Hancock	INV0022945	01/26/2023	401K - Employee	01-20800-0000-1	2,043.24
John Hancock	INV0022945	01/26/2023	401K - Employee	30-20800-0000-1	4.10
John Hancock	INV0022945	01/26/2023	401K - Employee	32-20800-0000-1	4.11
John Hancock	INV0022951	01/26/2023	401K Loan 1	01-20800-0000-1	138.52
John Hancock	INV0022952	01/26/2023	401k Contribution	01-20800-0000-1	345.18
John Hancock	INV0022953	01/26/2023	401k Contribution	01-20800-0000-1	171.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0022954	01/26/2023	401k Contribution	01-20800-0000-1	323.92
John Hancock	INV0022955	01/26/2023	401k Contribution	01-20800-0000-1	324.91
John Hancock	INV0022956	01/26/2023	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0022957	01/26/2023	401k Contribution	01-20800-0000-1	251.92
John Hancock	INV0022958	01/26/2023	401k Contribution	01-20800-0000-1	525.25
John Hancock	INV0022958	01/26/2023	401k Contribution	30-20800-0000-1	105.06
John Hancock	INV0022958	01/26/2023	401k Contribution	31-20800-0000-1	105.06
John Hancock	INV0022958	01/26/2023	401k Contribution	32-20800-0000-1	105.01
John Hancock	INV0022976	01/26/2023	401K - Employer	01-20800-0000-1	1,107.78
John Hancock	INV0022976	01/26/2023	401K - Employer	20-20800-0000-1	105.65
John Hancock	INV0022976	01/26/2023	401K - Employer	30-20800-0000-1	1,030.40
John Hancock	INV0022976	01/26/2023	401K - Employer	31-20800-0000-1	386.55
John Hancock	INV0022976	01/26/2023	401K - Employer	32-20800-0000-1	770.50
John Hancock	INV0022977	01/26/2023	401K - Employee	01-20800-0000-1	502.05
John Hancock	INV0022977	01/26/2023	401K - Employee	20-20800-0000-1	78.62
John Hancock	INV0022977	01/26/2023	401K - Employee	30-20800-0000-1	336.31
John Hancock	INV0022977	01/26/2023	401K - Employee	31-20800-0000-1	241.46
John Hancock	INV0022977	01/26/2023	401K - Employee	32-20800-0000-1	421.23
John Hancock	INV0022978	01/26/2023	401K - Employer	20-20800-0000-1	131.04
John Hancock	INV0022984	01/26/2023	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0022985	01/26/2023	401K Loan 1	01-20800-0000-1	160.26
John Hancock	INV0022986	01/26/2023	401K Loan 1	01-20800-0000-1	45.90
John Hancock	INV0022987	01/26/2023	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0022987	01/26/2023	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0022987	01/26/2023	401K Loan 2	32-20800-0000-1	15.85
John Hancock	INV0022988	01/26/2023	401K Loan 3	01-20800-0000-1	35.74
John Hancock	INV0022988	01/26/2023	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0022988	01/26/2023	401K Loan 3	32-20800-0000-1	26.79
John Hancock	INV0022989	01/26/2023	401K Loan 3	34-20800-0000-1	100.00
John Hancock	INV0022990	01/26/2023	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0022991	01/26/2023	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0022992	01/26/2023	401K Loan 4	01-20800-0000-1	28.72
John Hancock	INV0022993	01/26/2023	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0022994	01/26/2023	401K Loan 4	01-20800-0000-1	105.27
John Hancock	INV0022995	01/26/2023	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0022995	01/26/2023	401K Loan 4	30-20800-0000-1	25.62
John Hancock	INV0022995	01/26/2023	401K Loan 4	31-20800-0000-1	17.08
John Hancock	INV0022995	01/26/2023	401K Loan 4	32-20800-0000-1	25.64
John Hancock	INV0022996	01/26/2023	401K Loan 4	01-20800-0000-1	19.69
John Hancock	INV0022996	01/26/2023	401K Loan 4	30-20800-0000-1	29.53
John Hancock	INV0022996	01/26/2023	401K Loan 4	31-20800-0000-1	19.69
John Hancock	INV0022996	01/26/2023	401K Loan 4	32-20800-0000-1	29.51
John Hancock	INV0022997	01/26/2023	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0022997	01/26/2023	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0022998	01/26/2023	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0022998	01/26/2023	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0022999	01/26/2023	401k Contribution	01-20800-0000-1	398.26
John Hancock	INV0023000	01/26/2023	401k Contribution	01-20800-0000-1	204.37
John Hancock	INV0023001	01/26/2023	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0023001	01/26/2023	401k Contribution	30-20800-0000-1	118.15
John Hancock	INV0023001	01/26/2023	401k Contribution	31-20800-0000-1	78.76
John Hancock	INV0023001	01/26/2023	401k Contribution	32-20800-0000-1	118.15
John Hancock	INV0023002	01/26/2023	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0023003	01/26/2023	401k Contribution	01-20800-0000-1	213.47
John Hancock	INV0023003	01/26/2023	401k Contribution	20-20800-0000-1	6.61
John Hancock	INV0023004	01/26/2023	401k Contribution	34-20800-0000-1	132.04
John Hancock	INV0023005	01/26/2023	401k Contribution	01-20800-0000-1	137.60
Vendor John Hancock - John Hancock Total:					16,992.42

Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai

Jorge's Smog & Repai	INV 017254	01/26/2023	INV 017254 Unit 27 (09/07/22) ...	01-150-56600-0000-1	220.04
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Jorge's Smog & Repai	INV 017320	01/26/2023	INV 017320 Unit 34 (9/10/22) Oi...	01-150-56600-0000-1	70.00
Jorge's Smog & Repai	INV 017412	01/26/2023	INV 017412 Unit 36 (10-7-22) S...	01-150-56600-0000-1	602.73
Jorge's Smog & Repai	INV 017450	01/26/2023	INV 017450 Unit 34 (10/17/22) ...	01-150-56600-0000-1	908.62
Jorge's Smog & Repai	INV 017497	01/26/2023	INV 017497 Unit 26 (10/25/22) ...	01-150-56600-0000-1	2,838.55
Jorge's Smog & Repai	INV 017539	01/26/2023	INV 017539 (11/1/22) 2011 Cha...	01-150-56600-0000-1	592.26
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					5,232.20
Vendor: J's Automotive - J's Automotive					
J's Automotive	INV 9696	01/26/2023	INV 9696 Replacement of water...	32-510-56600-0000-1	604.14
Vendor J's Automotive - J's Automotive Total:					604.14
Vendor: Kern County Fire - Kern County Fire					
Kern County Fire	INV 23-000161	01/31/2023	KC Fire Protection 3rdQtr INV23...	01-130-58900-0000-1	149,720.50
Vendor Kern County Fire - Kern County Fire Total:					149,720.50
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	INV 0000527527	01/26/2023	INV 0000527527 Monthly Anim...	01-155-51100-0000-1	220.50
Vendor KOEFRAN - Koefran Industries, Inc. Total:					220.50
Vendor: Liebert C. Whitmore - Liebert C. Whitmore					
Liebert C. Whitmore	INV 232220	01/31/2023	INV 232220	01-130-56100-0000-1	654.00
Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:					654.00
Vendor: Maria Anita Gonzalez - Maria Anita Gonzalez					
Maria Anita Gonzalez	INV0023031	01/26/2023	Check Reqeust for Travel Expen...	01-105-52000-0000-1	449.06
Vendor Maria Anita Gonzalez - Maria Anita Gonzalez Total:					449.06
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	INV0023025	01/26/2023	Translation & Interpreting Inv 1...	01-105-52200-0000-1	300.00
Mario Sanchez	INV0023026	01/26/2023	Translation & Interpreting Inv 0...	01-105-52200-0000-1	300.00
Vendor Mario Sanchez - Mario Sanchez Total:					600.00
Vendor: MPD-Petty Cash - McFarland Police Department-Petty Cash					
McFarland Police Department-...	INV0023028	01/26/2023	MDP Petty Cash - Tobacco Oper...	01-150-53100-0000-1	500.00
Vendor MPD-Petty Cash - McFarland Police Department-Petty Cash Total:					500.00
Vendor: McFarland Towing - McFarland Towing LLC					
McFarland Towing LLC	INV 000192	01/26/2023	INV 000192 (10-28-23) Tow Del...	01-150-56000-0000-1	340.00
Vendor McFarland Towing - McFarland Towing LLC Total:					340.00
Vendor: michael crider - Michael Crider Construction Inc					
Michael Crider Construction Inc	INV0023027	01/26/2023	INV Daily Tickets #2174,2177, &...	30-500-56410-0000-1	15,286.50
Vendor michael crider - Michael Crider Construction Inc Total:					15,286.50
Vendor: Octavio Gonzalez - Octavio Gonzalez					
Octavio Gonzalez	INV0023038	01/31/2023	Reimbursement for CWEA Gold...	30-500-52000-0000-1	20.00
Vendor Octavio Gonzalez - Octavio Gonzalez Total:					20.00
Vendor: Office Depot - Office Depot					
Office Depot	INV 284849189001	01/26/2023	INV 284849189001	30-500-57200-0000-1	38.03
Office Depot	INV 284849189001	01/26/2023	INV 284849189001	31-505-57200-0000-1	38.03
Office Depot	INV 284849189001	01/26/2023	INV 284849189001	32-510-57200-0000-1	50.70
Office Depot	INV 285416601001	01/26/2023	INV 285416601001Pyramid Tim...	01-165-57200-0000-1	14.94
Office Depot	INV 285416601001	01/26/2023	INV 285416601001Pyramid Tim...	01-180-57200-0000-1	16.00
Office Depot	INV 285416601001	01/26/2023	INV 285416601001Pyramid Tim...	30-500-57200-0000-1	16.02
Office Depot	INV 285416601001	01/26/2023	INV 285416601001Pyramid Tim...	32-510-57200-0000-1	17.00
Office Depot	INV 285416601001	01/26/2023	INV 285416601001Pyramid Tim...	34-520-57200-0000-1	15.98
Office Depot	INV 28733877001	01/26/2023	INV 28733877001 Supplies	01-150-57200-0000-1	76.57
Office Depot	INV 233877029001	01/31/2023	INV 233877029001 Green Earth...	01-180-57400-0000-1	573.25
Office Depot	INV 233877029001	01/31/2023	INV 233877029001 Green Earth...	01-185-57400-0000-1	38.62
Office Depot	INV 233877029001	01/31/2023	INV 233877029001 Green Earth...	01-190-57400-0000-1	7.35
Vendor Office Depot - Office Depot Total:					902.49
Vendor: Pace Analytical Serv - Pace Analytical Services, LLC					
Pace Analytical Services, LLC	INV B467600	01/26/2023	INV B467600 Annaul Source Wa...	30-500-58200-0000-1	216.11
Pace Analytical Services, LLC	INV B467785	01/26/2023	INV B467785 Annaul Source Wa...	32-510-58200-0000-1	420.28
Pace Analytical Services, LLC	INV B459677	01/31/2023	INV B459677 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B459679	01/31/2023	INV B459679 Bacteriological-D...	32-510-58200-0000-1	130.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pace Analytical Services, LLC	INV B460094	01/31/2023	INV B460094 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B460524	01/31/2023	INV B460524 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B460705	01/31/2023	INV B460705 Bacteriological-D...	32-510-58200-0000-1	195.48
Pace Analytical Services, LLC	INV B460706	01/31/2023	INV B460706 Bacteriological-D...	32-510-58200-0000-1	195.48
Pace Analytical Services, LLC	INV B460881	01/31/2023	10/13/2022	32-510-58200-0000-1	293.22
Pace Analytical Services, LLC	INV B461478	01/31/2023	INV B461478 Drinking Water-CL...	32-510-58200-0000-1	814.50
Pace Analytical Services, LLC	INV B461506	01/31/2023	INV B461506 Effluent/ Influent...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	INV B461590	01/31/2023	INV B461590 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B461703	01/31/2023	INV B461703 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B462160	01/31/2023	INV B462160 Effluent/ Influent...	30-500-58200-0000-1	118.37
Pace Analytical Services, LLC	INV B462208	01/31/2023	INV B462208 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B462236	01/31/2023	INV B462236 Effluent/ Influent...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	INV B462274	01/31/2023	INV B462274 Effluent/ Influent...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	INV B463433	01/31/2023	INV B463433 Effluent/ Influent...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	INV B463623	01/31/2023	INV B463623 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B463893	01/31/2023	INV B463893 Bacteriological-D...	32-510-58200-0000-1	428.97
Pace Analytical Services, LLC	INV B463912	01/31/2023	INV B463912 Bacteriological-D...	32-510-58200-0000-1	124.89
Pace Analytical Services, LLC	INV B463978	01/31/2023	INV B463978 Effluent/ Influent...	30-500-58200-0000-1	103.17
Pace Analytical Services, LLC	INV B464077	01/31/2023	INV B464077 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B464185	01/31/2023	INV B464185 4th Quater Groun...	30-500-58200-0000-1	184.62
Pace Analytical Services, LLC	INV B464418	01/31/2023	INV B464418 Effluent/ Influent...	30-500-58200-0000-1	118.37
Pace Analytical Services, LLC	INV B464434	01/31/2023	INV B464434 Bacteriological-D...	32-510-58200-0000-1	32.58
Pace Analytical Services, LLC	INV B464454	01/31/2023	INV B464454 Effluent/ Influent...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	INV B465423	01/31/2023	INV B465423 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B466015	01/31/2023	INV B466015 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B466294	01/31/2023	INV B466294 Effluent/ Influent...	30-500-58200-0000-1	162.90
Pace Analytical Services, LLC	INV B466392	01/31/2023	INV B466392 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B466393	01/31/2023	INV B466393 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B466484	01/31/2023	INV B466484 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B466886	01/31/2023	INV B466886 Effluent/ Influent...	30-500-58200-0000-1	118.37
Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:					5,987.10

Vendor: Pavement Management - Pavement Management Group LLC

Pavement Management Group ...	INV 1762	01/26/2023	INV1762 McFarland PMP Progr...	26-110-53100-8550-1	7,000.00
Vendor Pavement Management - Pavement Management Group LLC Total:					7,000.00

Vendor: Pegboard - Pegboard

Pegboard	INV 346163	01/26/2023	INV 346163	01-130-57200-0000-1	51.11
Pegboard	INV 346163	01/26/2023	INV 346163	01-150-57200-0000-1	51.10
Pegboard	INV 346163	01/26/2023	INV 346163	01-180-57200-0000-1	51.10
Pegboard	INV 346163	01/26/2023	INV 346163	30-500-57200-0000-1	51.10
Pegboard	INV 346163	01/26/2023	INV 346163	32-510-57200-0000-1	51.10
Pegboard	INV 346163	01/26/2023	INV 346163	34-520-57200-0000-1	45.09
Vendor Pegboard - Pegboard Total:					300.60

Vendor: Pitney Bowes - Pitney Bowes

Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-105-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-110-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-115-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-130-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-140-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-150-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-155-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-160-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-165-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	01-175-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	30-500-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	31-505-55600-0000-1	25.69
Pitney Bowes	INV0023029	01/26/2023	8000900009377825-012023	32-510-55600-0000-1	25.70
Vendor Pitney Bowes - Pitney Bowes Total:					333.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Quad Knopf - Quad Knopf					
Quad Knopf	INV 117036	01/26/2023	Community Garden Inv 117036	25-000-52960-8425-1	11,757.00
Vendor Quad Knopf - Quad Knopf Total:					11,757.00
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	INV 342986	01/26/2023	INV 342986 Collected to pay for...	01-180-58050-0000-1	575.00
Vendor R&F Disposal - R&F Disposal Total:					575.00
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	INV 87014	01/26/2023	Inv. 87014 Employee of the Year..	01-110-57100-0000-1	141.26
Raymond's Trophy	INV 87014	01/26/2023	Inv. 87014 Employee of the Year..	01-115-57200-0000-1	141.27
Raymond's Trophy	INV 87014	01/26/2023	Inv. 87014 Employee of the Year..	01-150-55200-0000-1	141.27
Raymond's Trophy	INV 87014	01/26/2023	Inv. 87014 Employee of the Year..	01-165-57100-0000-1	141.27
Vendor Raymond's Trophy - Raymond's Trophy Total:					565.07
Vendor: Arrowhead - Ready Refresh					
Ready Refresh	INV 03A0033594904	01/26/2023	INV 03A0033594904 (12/09/22)	01-150-57200-0000-1	20.02
Vendor Arrowhead - Ready Refresh Total:					20.02
Vendor: SC COMMUNICATIONS, - SC COMMUNICATIONS,					
SC COMMUNICATIONS,	INV 102491	01/26/2023	INV 102491 (11-28-23) Mobile ...	01-150-57800-0000-1	374.90
Vendor SC COMMUNICATIONS, - SC COMMUNICATIONS, Total:					374.90
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	INV 51557	01/26/2023	INV 51557 Monthly Radio Dispa...	01-180-57800-0000-1	70.00
SC SITES Services	INV 51557	01/26/2023	INV 51557 Monthly Radio Dispa...	32-510-57800-0000-1	70.00
SC SITES Services	INV 51557	01/26/2023	INV 51557 Monthly Radio Dispa...	34-520-57800-0000-1	70.00
Vendor SC SITES Services - SC SITES Services Total:					210.00
Vendor: Serda's Plumbing - Serda's Plumbing					
Serda's Plumbing	INV 304701	01/31/2023	INV 304701 Animal Shelter- Sna...	01-155-56400-0000-1	340.00
Vendor Serda's Plumbing - Serda's Plumbing Total:					340.00
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV 27206787	01/26/2023	INV 27206787	30-500-58000-0000-1	4,375.11
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					4,375.11
Vendor: Spay Neuter - Spay Neuter Imperative Project California					
Spay Neuter Imperative Project...	INV 7715	01/26/2023	SNIP Clinics Invoice 7715	01-155-44000-8452-1	7,200.00
Vendor Spay Neuter - Spay Neuter Imperative Project California Total:					7,200.00
Vendor: SWRCB DFA - State Water Resources Control Board					
State Water Resources Control ...	INV0023033	01/31/2023	SWRCB Arrearages Program Re...	26-24600-8610-1	54,224.44
Vendor SWRCB DFA - State Water Resources Control Board Total:					54,224.44
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	INV 196431	01/26/2023	INV 196431 (11/04/22)	01-150-57200-0000-1	230.53
Stinson Stationers, Inc.	INV 206096-0	01/26/2023	INV 206096-0 (01/06/23) Pens ...	01-150-57200-0000-1	120.77
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					351.30
Vendor: SWRCB Accounting - SWRCB Accounting					
SWRCB Accounting	INV EW-1037186	01/26/2023	INV EW-1037186	32-510-53200-0000-1	225.50
Vendor SWRCB Accounting - SWRCB Accounting Total:					225.50
Vendor: SWRCB - SWRCB					
SWRCB	INV WD-0215857	01/31/2023	INV WD-0215857 Annual Waste...	30-500-53250-0000-1	3,453.00
Vendor SWRCB - SWRCB Total:					3,453.00
Vendor: Telstar Instruments - Telstar Instruments					
Telstar Instruments	INV 115032	01/26/2023	INV 115032 O/T Hours, Vehicle...	30-500-56410-0000-1	1,429.85
Vendor Telstar Instruments - Telstar Instruments Total:					1,429.85
Vendor: ADT - The ADT Security Corporation					
The ADT Security Corporation	INV 148735154	01/26/2023	INV 148735154	32-510-58050-0000-1	575.07
Vendor ADT - The ADT Security Corporation Total:					575.07
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 1222109839	01/31/2023	INV 1222109839	30-500-55800-0000-1	993.22
The Bakersfield Californian	INV 1222109839	01/31/2023	INV 1222109839	31-505-55800-0000-1	993.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
The Bakersfield Californian	INV 1222109839	01/31/2023	INV 1222109839	34-520-55800-0000-1	993.22
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					2,979.66
Vendor: THE BANCORP - THE BANCORP BANK					
THE BANCORP BANK	INV 577450	01/26/2023	Inv. 577450 Jan-2023 Lease Py...	01-150-58900-0000-1	7,227.09
Vendor THE BANCORP - THE BANCORP BANK Total:					7,227.09
Vendor: Criscom Public Relat - The Criscom Company					
The Criscom Company	INV 270991	01/26/2023	Inv No 270991 - Grant Research...	01-175-52200-0000-1	4,500.00
Vendor Criscom Public Relat - The Criscom Company Total:					4,500.00
Vendor: TGLX, Inc - Truck Gear by Line-X of Delano					
Truck Gear by Line-X of Delano	INV 10500	01/26/2023	INV 10500 Trailer Hitch Rear &...	30-500-56600-0000-1	415.91
Vendor TGLX, Inc - Truck Gear by Line-X of Delano Total:					415.91
Vendor: United States Postal - United States Postal					
United States Postal	INV0023030	01/26/2023	Cannabis Zoning Amendment N...	01-140-55600-0000-1	119.36
Vendor United States Postal - United States Postal Total:					119.36
Vendor: IRS - Ogden - United States Treasury					
United States Treasury	INV0023043	02/02/2023	2021 Tax Underpayments and P...	01-22050-0000-1	66,951.60
Vendor IRS - Ogden - United States Treasury Total:					66,951.60
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV9925227083-772837786	01/31/2023	INV 9925227083 -772837786	01-150-57800-0000-1	1,572.60
Verizon - Police Dep	INV9925227083-772837786	01/31/2023	INV 9925227083 -772837786	01-155-57800-0000-1	73.16
Verizon - Police Dep	INV9925227083-772837786	01/31/2023	INV 9925227083 -772837786	30-500-57800-0000-1	11.23
Verizon - Police Dep	INV9925227083-772837786	01/31/2023	INV 9925227083 -772837786	32-510-57800-0000-1	11.02
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					1,668.01
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	INV 00507277-00	01/31/2023	INV 00507277-00	01-115-56000-0000-1	215.00
Vernon C. Sorenson	INV 00507547-00	01/31/2023	INV 00507547-00	01-115-56000-0000-1	215.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					430.00
Grand Total:					645,193.11

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	351,182.87
20 - LIGHTING & LANDSCAPING-DISTRICT 1	3,211.87
25 - CAPITAL IMPROVEMENTS PROJECTS	139,810.05
26 - MISCELLANEOUS GRANTS	61,624.44
30 - SEWER	38,811.32
31 - REFUSE/RECYCLING	3,933.03
32 - WATER	17,355.60
34 - PUBLIC TRANSPORTATION	29,263.93
Grand Total:	645,193.11

Account Summary

Account Number	Account Name	Payment Amount
01-100-48200-0000-1	Miscellaneous	36.00
01-105-52000-0000-1	Conferences/Meetings/Tr...	449.06
01-105-52200-0000-1	Contract Services	1,003.92
01-105-55600-0000-1	Postage	25.69
01-105-56000-0000-1	Professional Services - Ot...	49.00
01-110-55600-0000-1	Postage	25.69
01-110-57100-0000-1	Special Activities	141.26
01-115-54000-0000-1	Fuel	3,781.33
01-115-55600-0000-1	Postage	25.69
01-115-56000-0000-1	Professional Services - Ot...	430.00
01-115-57200-0000-1	Supplies - Office	141.27
01-130-52200-0000-1	Contract Services	41.40
01-130-55600-0000-1	Postage	25.69
01-130-56000-0000-1	Professional Services - Ot...	32.00
01-130-56100-0000-1	Legal Services	15,974.94
01-130-57200-0000-1	Supplies - Office	51.11
01-130-58900-0000-1	Debt Principal Redeemed	149,720.50
01-140-55600-0000-1	Postage	145.05
01-140-56000-0000-1	Professional Services - Ot...	2,502.50
01-140-56000-8224-1	Professional Services - San...	890.56
01-140-56000-8479-1	Professional Services - LLA...	1,088.94
01-150-41900-0000-1	Court Fines	20.00
01-150-52950-2319-1	Equipment - Other (Capita...	25,000.00
01-150-53100-0000-1	Grant Expenditures	500.00
01-150-55200-0000-1	Miscellaneous	141.27
01-150-55600-0000-1	Postage	25.69
01-150-56000-0000-1	Professional Services - Ot...	340.00
01-150-56000-2319-1	Professional Services - Ot...	9,000.00
01-150-56600-0000-1	Repairs & Maintenance - ...	5,555.25
01-150-57200-0000-1	Supplies - Office	498.99
01-150-57800-0000-1	Telephone & Communicat...	1,947.50
01-150-58900-0000-1	Debt Principal	7,227.09
01-155-44000-8452-1	Spay and Neuter Grant	7,200.00
01-155-51100-0000-1	Animal Disposal	220.50
01-155-55600-0000-1	Postage	25.69
01-155-56400-0000-1	Repairs & Maint - Build & ...	340.00
01-155-57800-0000-1	Telephone & Communicat...	73.16
01-160-55600-0000-1	Postage	25.69
01-165-55600-0000-1	Postage	25.69
01-165-57100-0000-1	Special Activities	141.27
01-165-57200-0000-1	Supplies - Office	14.94
01-175-52200-0000-1	Contract Services	4,500.00
01-175-55600-0000-1	Postage	25.69
01-180-51800-0000-1	Clothing Allowance	182.31
01-180-56500-0000-1	Repairs/Maintenance Str...	1,092.04

Account Summary

Account Number	Account Name	Payment Amount
01-180-57200-0000-1	Supplies - Office	67.10
01-180-57400-0000-1	Supplies - Operating	1,862.31
01-180-57800-0000-1	Telephone & Communicat...	70.00
01-180-58050-0000-1	Utilities Other	575.00
01-185-56400-0000-1	Repairs & Maint - Build & ...	41.19
01-185-57400-0000-1	Supplies - Operating	38.62
01-185-57800-0000-1	Telephone & Communicat...	108.56
01-190-56400-0000-1	Repairs & Maint - Build & ...	41.04
01-190-57400-0000-1	Supplies - Operating	7.35
01-20800-0000-1	Pension Payable	11,971.69
01-22050-0000-1	Federal Withholding Paya...	73,981.28
01-22100-0000-1	FICA Payable	11,418.78
01-22150-0000-1	Medicare Payable	2,670.52
01-22200-0000-1	State Withholding Payable	3,637.46
01-22250-0000-1	SUTA Payable	2,998.51
01-22275-0000-1	ETT Payable	74.97
01-22350-0000-1	Garnishments	421.15
01-22600-0000-1	Health FSA	76.52
01-22700-0000-1	Disability LTD	350.21
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	33.37
01-22950-0000-1	Cancer-American Fidelity	13.53
20-200-51800-0000-1	Clothing Allowance	24.83
20-200-52200-0000-1	Contract Services	2,048.00
20-20800-0000-1	Pension Payable	328.00
20-22050-0000-1	Federal Withholding Paya...	7.21
20-22100-0000-1	FICA Payable	302.42
20-22150-0000-1	Medicare Payable	70.74
20-22200-0000-1	State Withholding Payable	26.62
20-22250-0000-1	SUTA Payable	97.57
20-22275-0000-1	ETT Payable	2.45
20-22350-0000-1	Garnishments	304.03
25-000-52960-2303-1	Street & Roads (Capital)	4,417.50
25-000-52960-2304-1	Street & Roads (Capital)	4,625.00
25-000-52960-2305-1	Street & Roads (Capital)	7,635.00
25-000-52960-2306-1	Street & Roads (Capital)	9,222.50
25-000-52960-8290-1	RSTP/HIP West Side - Harl...	487.50
25-000-52960-8425-1	Streets & Roads Capital	11,757.00
25-000-52960-8490-1	Streets & Roads Capital S...	101,665.55
26-110-53100-8550-1	Grant Expenditure - ARPA...	7,400.00
26-24600-8610-1	Deferred Revenue - SWR...	54,224.44
30-20800-0000-1	Pension Payable	1,967.54
30-22050-0000-1	Federal Withholding Paya...	1,461.40
30-22100-0000-1	FICA Payable	2,153.22
30-22150-0000-1	Medicare Payable	503.66
30-22200-0000-1	State Withholding Payable	732.67
30-22250-0000-1	SUTA Payable	617.82
30-22275-0000-1	ETT Payable	15.43
30-22600-0000-1	Health FSA	178.26
30-22700-0000-1	Disability LTD	88.41
30-22800-0000-1	Accident	39.49
30-22900-0000-1	Life	38.55
30-22950-0000-1	Cancer- American Fidelity	27.78
30-500-51800-0000-1	Clothing Allowance	93.72
30-500-52000-0000-1	Conferences/Meetings/Tr...	20.00
30-500-52200-0000-1	Contract Services	302.94
30-500-53250-0000-1	Permits & Certificates	3,903.00
30-500-55600-0000-1	Postage	25.69

Account Summary

Account Number	Account Name	Payment Amount
30-500-55800-0000-1	Printing & Legal Notices	993.22
30-500-56410-0000-1	Repairs & Maintenance E...	16,716.35
30-500-56600-0000-1	Repairs & Maintenance - ...	415.91
30-500-57200-0000-1	Supplies - Office	105.15
30-500-57400-0000-1	Supplies - Operating	1,487.55
30-500-57800-0000-1	Telephone & Communicat...	11.23
30-500-58000-0000-1	Utilities	4,375.11
30-500-58200-0000-1	Water/Soil/Other Analysis	2,537.22
31-20800-0000-1	Pension Payable	848.60
31-22050-0000-1	Federal Withholding Paya...	455.86
31-22100-0000-1	FICA Payable	782.74
31-22150-0000-1	Medicare Payable	183.04
31-22200-0000-1	State Withholding Payable	270.27
31-22250-0000-1	SUTA Payable	180.53
31-22275-0000-1	ETT Payable	4.53
31-22600-0000-1	Health FSA	122.87
31-22700-0000-1	Disability LTD	10.69
31-22900-0000-1	Life	11.22
31-22950-0000-1	Cancer-American Fidelity	5.74
31-505-55600-0000-1	Postage	25.69
31-505-55800-0000-1	Printing & Legal Notices	993.22
31-505-57200-0000-1	Supplies - Office	38.03
32-20800-0000-1	Pension Payable	1,569.55
32-22050-0000-1	Federal Withholding Paya...	741.97
32-22100-0000-1	FICA Payable	1,501.46
32-22150-0000-1	Medicare Payable	351.06
32-22200-0000-1	State Withholding Payable	420.49
32-22250-0000-1	SUTA Payable	407.66
32-22275-0000-1	ETT Payable	10.19
32-22600-0000-1	Health FSA	205.02
32-22700-0000-1	Disability LTD	45.82
32-22900-0000-1	Life	-27.78
32-22950-0000-1	Cancer-American Fidelity	5.94
32-510-51800-0000-1	Clothing Allowance	11.02
32-510-52200-0000-1	Contract Services	2,350.94
32-510-53200-0000-1	Dues & Subscriptions	225.50
32-510-55600-0000-1	Postage	25.70
32-510-56600-0000-1	Repairs & Maintenance - ...	604.14
32-510-57200-0000-1	Supplies - Office	118.80
32-510-57400-0000-1	Supplies - Operating	1,103.53
32-510-57800-0000-1	Telephone & Communicat...	81.02
32-510-58000-0000-1	Utilities	2,698.62
32-510-58050-0000-1	Utilities Other	575.07
32-510-58200-0000-1	Water/Soil/Other Analysis	4,329.88
34-20800-0000-1	Pension Payable	307.04
34-22050-0000-1	Federal Withholding Paya...	68.86
34-22100-0000-1	FICA Payable	174.52
34-22150-0000-1	Medicare Payable	40.82
34-22200-0000-1	State Withholding Payable	29.26
34-22250-0000-1	SUTA Payable	56.30
34-22275-0000-1	ETT Payable	1.41
34-22700-0000-1	Disability LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-52910-8410-1	Buildings & Improvements..	27,332.50
34-520-55800-0000-1	Printing & Legal Notices	993.22
34-520-57200-0000-1	Supplies - Office	61.07

Account Summary

Account Number	Account Name	Payment Amount
34-520-57800-0000-1	Telephone & Communicat...	70.00
Grand Total:		645,193.11

Project Account Summary

Project Account Key	Payment Amount
None	645,193.11
Grand Total:	645,193.11



Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Elected	3	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
GON610	Salary - Elected - Salary - Elected	1	0	200
	Gross Total:		0	200
105 - City Council Total:			0	800

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	Bilingual - Bilingual	2	0	27.68
	Hourly - Hourly	2	153.93	3835.7
	OT - Overtime	2	12.4	463.52
	Sick - Sick Pay	1	9	224.28
	Gross Total:		175.33	4551.18
ARI100	Cell Phone Reimb - Cell Phone R	2	0	46.16
	Hourly - Hourly	1	70.5	2914.9
	Salary - Salary	1	80	3307.69
	Vacation - Vacation Pay	1	9.5	392.79
	Gross Total:		160	6661.54
Nun100	Comp Time Earned - Compensat	2	10.5	0
	Hourly - Hourly	2	160	3795.2
	OT - Overtime	2	6.54	232.69
	Gross Total:		177.04	4027.89
110 - City Administration Total:			512.37	15240.61

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Hourly - Hourly	2	160	5635.2
	OT - Overtime	2	56.85	3003.39
	Gross Total:		216.85	8638.59
AYO110	Hourly - Hourly	2	160	2556.8
	OT - Overtime	2	13.3	318.8
	Gross Total:		173.3	2875.6
ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	157.23	3729.5
	OT - Overtime	2	8.63	307.06
	Sick - Sick Pay	1	2.77	65.7
	Gross Total:		168.63	4148.42
GON600	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	157.9	3565.38
	OT - Overtime	2	7.65	259.11
	Sick - Sick Pay	1	2.25	50.81
	Gross Total:		167.8	3903
TOR100	Hourly - Hourly	2	159.68	2551.69
	OT - Overtime	2	2.65	63.52
	Gross Total:		162.33	2615.21
VEL100	Bilingual - Bilingual	2	0	76.18
	Hourly - Hourly	2	136.38	2607.74
	OT - Overtime	2	6.28	175.84
	Sick - Sick Pay	1	27.62	551.3
	Gross Total:		170.28	3411.06
VIR100	Salary - Salary	2	212.53	9230.76
	Gross Total:		212.53	9230.76
115 - Finance & Accounting Total:			1271.72	34822.64

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Hourly - Hourly	2	160	4980.8
	OT - Overtime	1	0.49	22.88
	Gross Total:		160.49	5022.14
140 - Planning Total:			160.49	5022.14

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<u>ALB100-142</u>	Hourly - Hourly	2	168	4977.84
	OT - Overtime	2	17	755.57
	Gross Total:		185	5733.41
<u>ALW100-145</u>	Hourly - Hourly	2	160	4740.8
	Intermediate POST - Intermedia	2	0	27.7
	OT - Overtime	2	8	355.57
	Sick - Sick Pay	1	8	237.04
	Gross Total:		176	5361.11
<u>AYON100</u>	Hourly - Hourly	2	160	3193.6
	OT - Overtime	1	1	29.94
	Gross Total:		161	3223.54
<u>CAZ100-151</u>	Hourly - Hourly	2	156	4622.28
	OT - Overtime	2	21	933.35
	PD - Court Stand-by - PD Court S	2	33	1466.69
	Sick - Sick Pay	1	12	355.56
	Gross Total:		222	7377.88
<u>DEW100-147</u>	Hourly - Hourly	2	156	5631.6
	OT - Overtime	2	18.5	1001.78
	Vacation - Vacation Pay	1	12	433.2
	Gross Total:		186.5	7066.58
<u>DON100</u>	Hourly - Hourly	2	152	2886.48
	OT - Overtime	2	4.5	128.18
	Sick - Sick Pay	1	8	151.92
	Gross Total:		164.5	3166.58
<u>DRA100</u>	Hourly - Hourly	2	69.55	1167.75
	Gross Total:		69.55	1167.75
<u>EST150</u>	Hourly - Hourly	2	168	4977.84
	OT - Overtime	2	28	1244.46
	Gross Total:		196	6222.3
<u>GAL100-149</u>	Hourly - Hourly	2	168	5228.16
	Intermediate POST - Intermedia	2	0	27.68
	OT - Overtime	2	53.5	2497.38
	Gross Total:		221.5	7753.22

[GAR100-146](#)

Cash Out - Pers Day - Cash Out -	1	24	711.12
Cash Out - VAC - Cash Out - Vac	1	46.14	1367.13
Hourly - Hourly	1	48	1422.24
Sick - Sick Pay	1	36	1066.68
Gross Total:		154.14	4567.17

[GAR150](#)

Hourly - Hourly	2	93.5	1775.57
Gross Total:		93.5	1775.57

[HAN100-112](#)

Hourly - Hourly	2	168	6064.8
K-9 Officer - K-9 Officer	2	0	36.92
OT - Overtime	1	8	433.2
Sergeant - Sergeant	2	0	41.54
Gross Total:		176	6576.46

[HAS100-143](#)

Cash Out - VAC - Cash Out - Vac	1	80	1519.2
Hourly - Hourly	2	148	2810.52
OT - Overtime	2	43	1224.86
Sick - Sick Pay	1	12	227.88
Gross Total:		283	5782.46

[HEL100-128](#)

Hourly - Hourly	1	72	3089.24
Salary - Salary	1	80	3432.49
Sick - Sick Pay	1	8	343.25
Gross Total:		160	6864.98

[KNO100](#)

Salary - Salary	2	160	7576.44
Gross Total:		160	7576.44

[LOP125](#)

Bachelor's Degree - Bachelor's D	2	0	18.46
Bilingual - Bilingual	2	0	27.68
Hourly - Hourly	2	160	3702.4
OT - Overtime	2	5	173.55
Gross Total:		165	3922.09

[New100-148](#)

Hourly - Hourly	2	165	5395.5
Intermediate POST - Intermedia	2	0	27.7
OT - Overtime	2	28	1373.4
Sick - Sick Pay	1	3	98.1
Gross Total:		196	6894.7

[NIE100-34](#)

Military - Military Leave With O	2	0	0
Gross Total:		0	0

[PAD100](#)

Hourly - Hourly	2	136	2582.64
Personal - Personal Day	1	10	189.9
Sick - Sick Pay	1	14	265.86
Gross Total:		160	3038.4

[PES100-152](#)

Hourly - Hourly	2	156	5360.16
Sick - Sick Pay	1	4	137.44
Gross Total:		160	5497.6

[RIV100-120](#)

Cash Out - Sick - Cash Out - Sick	1	33.8	1161.37
Cash Out - VAC - Cash Out - Vac	1	44.3	1522.15
Military - Paid - Military - Paid Le	1	168	5772.48
Gross Total:		246.1	8456

[SHA-100-152](#)

Advanced POST - Advanced POS	2	0	32.3
Bachelor's Degree - Bachelor's D	2	0	18.46
Comp Time Earned - Compensat	1	0.62	0
Hourly - Hourly	2	156	5631.6
OT - Overtime	1	23.59	1277.4
Sick - Sick Pay	1	12	433.2
Gross Total:		192.21	7392.96

[VEL200](#)

Hourly - Hourly	2	160	3038.4
OT - Overtime	1	1	28.49
Gross Total:		161	3066.89

[WIL100-150](#)

Salary - Salary	2	160	14230.76
Gross Total:		160	14230.76

150 - Police Total: 4049 132714.85

Department: 155 - Animal Control**Employee Number**[MUN100](#)

Pay Code	# of Payments	Units	Pay Amount
Hourly - Hourly	2	160	2753.6
OT - Overtime	2	12.25	316.23
Standby - Standby	2	0	257.19
Gross Total:		172.25	3327.02

[RIV200](#)

Hourly - Hourly	2	115.67	1803.3
OT - Overtime	1	2	46.77
Sick - Sick Pay	2	14.76	230.11
Standby - Standby	2	0	200
Vacation - Vacation Pay	1	18	280.62
Gross Total:		150.43	2560.8

155 - Animal Control Total: 322.68 5887.82

Department: 160 - Building Inspection

Employee Number	Pay Code	# of Payments	Units	Pay Amount
RON100	Admin Time* - Administrative Ti	1	8	307.68
	Bldg Insp - Building Inspector	2	0	400
	Hourly - Hourly	1	70	2692.2
	Personal - Personal Day	1	8	307.68
	Salary - Salary	1	80.5	3076.8
	Sick - Sick Pay	1	2	76.92
	Vacation - Vacation Pay	1	-8	-307.68
	Gross Total:		160.5	6553.6
160 - Building Inspection Total:			160.5	6553.6

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ESQ100	Admin Leave - Admin Leave	2	160	3038.4
	Gross Total:		160	3038.4
PER200	Hourly - Hourly	2	114.65	2177.21
	Sick - Sick Pay	1	1.75	33.23
	Gross Total:		116.4	2210.44
165 - Code Enforcement Total:			276.4	5248.84

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GAR200	Bilingual - Bilingual	2	0	27.7
	Cash Out - VAC - Cash Out - Vac	1	31.97	816.7
	Holiday - Holiday Pay	1	9	229.91
	Hourly - Hourly	2	139.07	3552.64
	Notary - Notary	2	0	27.7
	Personal - Personal Day	1	9	229.91
	Sick - Sick Pay	2	23.22	593.17
	Vacation - Vacation Pay	2	1.71	43.69
	Gross Total:		213.97	5521.42
175 - Grants Administration Total:			213.97	5521.42

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GON200	Auto Allowance - Auto Allowanc	2	0	242.31
	Cash Out - VAC - Cash Out - Vac	1	126.75	6239.65
	Hourly - Hourly	2	104	5119.71
	Sev Pay - Severance Pay	1	480	23629.44
	Vacation - Vacation Pay	1	16	787.65
	Gross Total:		726.75	36018.76
GUE100	Comp Time Earned - Compensat	2	9	0
	Hourly - Hourly	2	151	4154.01
	OT - Overtime	2	4	165.06
	Sick - Sick Pay	1	9	247.59
	Gross Total:		173	4566.66
JAC200	Hourly - Hourly	1	32	2307.6
	Gross Total:		32	2307.6
MAR210	Hourly - Hourly	2	160	2686.4
	OT - Overtime	2	1.28	32.24
	Gross Total:		161.28	2718.64
MAR100	Comp Time Earned - Compensat	1	12	0
	Comp Time Taken - Compensatc	1	17	278.46
	Hourly - Hourly	2	134	2194.92
	Sick - Sick Pay	1	5.76	94.35
	Gross Total:		168.76	2567.73
PEN300	Hourly - Hourly	2	80	1376
	Vacation - Vacation Pay	2	37.35	642.42
	Gross Total:		117.35	2018.42
TEL100	Hourly - Hourly	2	143	2342.34
	OT - Overtime	1	8	196.56
	Sick - Sick Pay	1	17	278.46
	Gross Total:		168	2817.36
	180 - Public Works Total:		1547.14	53015.17

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Hourly - Hourly	2	160	2620.8
	Cruz100 - Cruz Total:		160	2620.8

[VAS300](#)

Hourly - Hourly	2	153	2506.14
Workers Comp - Workers Comp	1	1	188.78
Gross Total:		154	2694.92
200 - Lighting & Landscaping Total:		314	5315.72

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GON400	Hourly - Hourly	2	153.5	5048.53
	OT - Overtime	1	3	143.55
	PW Cert - Grade 3 - Public Work	2	0	69.24
	Sick - Sick Pay	1	6.5	233.68
	Gross Total:		163	5495
MED100	Hourly - Hourly	2	157.5	2990.93
	OT - Overtime	2	9.25	263.48
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Sick - Sick Pay	1	2.5	47.48
	Standby - Standby	2	0	171.45
	Gross Total:		169.25	3496.42
Pop100	Hourly - Hourly	2	160	3038.4
	OT - Overtime	2	20	569.7
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Standby - Standby	2	0	228.61
	Gross Total:		180	3859.79
	500 - Sewer Total:		512.25	12851.21

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	Hourly - Hourly	2	153	2568.87
	OT - Overtime	2	50	1259.25
	Sick - Sick Pay	1	9	151.11
	Standby - Standby	2	0	400
	Gross Total:		212	4379.23
GOM100	Hourly - Hourly	2	120	2115.6
	Gross Total:		120	2115.6
	510 - Water Total:		332	6494.83

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Hourly - Hourly	2	138.25	2377.9
	OT - Overtime	1	4.05	104.49
	Sick - Sick Pay	1	18	309.6
	Gross Total:		160.3	2791.99
520 - Public Transit Total:			160.3	2791.99
Report Total:			9832.82	292280.84



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	32.12	0
	- Total:	32.12	0
01-105-50100-0000-1	Salaries - Permanent Employees	86.79	3023.26
01-110-50100-0000-1	Salaries - Permanent Employees	209.89	7069.33
01-115-50100-0000-1	Salaries - Permanent Employees	141.77	3903.04
01-115-50200-0000-1	Overtime	10.57	470.18
01-140-50100-0000-1	Salaries - Permanent Employees	224.1	6767.26
01-140-50200-0000-1	Overtime	0.75	29.33
01-150-50100-0000-1	Salaries - Permanent Employees	3440.29	108291.6
01-150-50150-0000-1	Wages - Temporary Employees	240	4557.6
01-150-50200-0000-1	Overtime	288.09	12750.27
01-155-50100-0000-1	Salaries - Permanent Employees	340.53	6755.54
01-155-50200-0000-1	Overtime	14.25	363
01-160-50100-0000-1	Salaries - Permanent Employees	32.1	1630.72
01-165-50100-0000-1	Salaries - Permanent Employees	233.87	5062.38
01-175-50100-0000-1	Salaries - Permanent Employees	246.07	6752.14
01-180-50100-0000-1	Salaries - Permanent Employees	761.07	19525.28
01-180-50200-0000-1	Overtime	8	196.56
01-180-50800-0000-1	Auto Allowance	0	48.46
	01 - GENERAL FUND Total:	6278.14	187195.95
20-200-50100-0000-1	Salaries/Permanent Employees	318.92	5452.73
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	318.92	5452.73
30-500-50100-0000-1	Salaries - Permanent Employees	1252.68	38404.65
30-500-50150-0000-1	Wages - Temporary Employees	21.6	410.18
30-500-50200-0000-1	Overtime	56.06	2499.75
30-500-50800-0000-1	Auto Allowance	0	72.69
	30 - SEWER Total:	1330.34	41387.27
31-505-50100-0000-1	Salaries - Permanent Employees	497.57	17765.04
31-505-50200-0000-1	Overtime	20.57	1009.74
31-505-50800-0000-1	Auto Allowance	0	48.46
	31 - REFUSE/RECYCLING Total:	518.14	18823.24
32-510-50100-0000-1	Salaries - Permanent Employees	1121	33773.15
32-510-50200-0000-1	Overtime	73.86	2783.81
32-510-50800-0000-1	Auto Allowance	0	72.7
	32 - WATER Total:	1194.86	36629.66
34-520-50100-0000-1	Salaries - Permanent Employees	156.25	2687.5

Account	Account Description	Units	Pay Amount
34-520-50200-0000-1	Overtime	4.05	104.49
34 - PUBLIC TRANSPORTATION Total:		160.3	2791.99
Report Total:		9832.82	292280.84



Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Admin Leave - Admin Lea	Admin Leave	2	160	3038.4
Admin Time* - Administr	Administrative Time	1	8	307.68
Advanced POST - Advance	Advanced POST Certificate	2	0	32.3
Auto Allowance - Auto All	Auto Allowance	2	0	242.31
Bachelor's Degree - Bache	Bachelor's Degree	8	0	73.84
Bilingual - Bilingual	Bilingual	12	0	214.64
Bldg Insp - Building Insp	Building Inspector	2	0	400
Cash Out - Pers Day - Cas	Cash Out - Pers Day	1	24	711.12
Cash Out - Sick - Cash Out	Cash Out - Sick	1	33.8	1161.37
Cash Out - VAC - Cash Out	Cash Out - Vacation	5	329.16	11464.83
Cell Phone Reimb - Cell Pl	Cell Phone Reimb	2	0	46.16
Comp Time Earned - Com	Compensatory Time Earned	6	32.12	0
Comp Time Taken - Comp	Compensatory Time Taken	1	17	278.46
Holiday - Holiday Pay	Holiday Pay	1	9	229.91
Hourly - Hourly	Hourly	95	6894.31	170899.43
Intermediate POST - Inter	Intermediate POST Certificate	6	0	83.08
K-9 Officer - K-9 Officer	K-9 Officer	2	0	36.92
Military - Military Leave	Military Leave With Out Pay	2	0	0
Military - Paid - Military	Military - Paid Leave	1	168	5772.48
Notary - Notary	Notary	2	0	27.7
OT - Overtime	Overtime	57	488.71	19401.27
PD - Court Stand-by - PD	PD Court Stand-by	2	33	1466.69
Personal - Personal Day	Personal Day	3	27	727.49
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	4	0	46.16
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Salary - Salary	Salary	9	773.03	40854.94
Salary - Elected - Salary	Salary - Elected Officials	6	0	800
Sergeant - Sergeant	Sergeant	2	0	41.54
Sev Pay - Severance Pay	Severance Pay	1	480	23629.44
Sick - Sick Pay	Sick Pay	27	268.13	6504.72
Standby - Standby	Standby	10	0	1257.25
Vacation - Vacation Pay	Vacation Pay	9	86.56	2272.69
Workers Comp - Workers	Workers Comp Pay	1	1	188.78
Report Total:			9832.82	292280.84

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
February 23, 2023

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 6:03 p.m.

ROLL CALL

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

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager/Chief of Police Williams (Via Zoom), City Attorney Hodges, Community Development Director L. Ronk III, Interim Public Works Director Jacobs, Human Resources Director Arias, Finance Director Viramontes, City Clerk Alvarado

Officials Absent: None

INVOCATION

Pastor Daniel Arellano

PLEDGE OF ALLEGIANCE

Councilmember Pérez

PET OF THE WEEK

Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

Community Development Director Larry Ronk III presented the featured pet of the week to City Council Members and the Community. He informed the community that Brownie was available for immediate adoption.

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Certificate of Recognition to McFarland High School Varsity Basketball Team Head Coach - Johnny Samaniego, Alyssa Medina-Assistant Coach, and Geno Barajas- Assistant Coach on behalf of Mayor Saul Ayon.

- Certificates of Recognition to the Following McFarland High School Varsity Basketball Team Players: Mari Gonzalez, Melina Gonzalez, Mia Samaniego, Emily Lopez, Sarah Lopez, Delilah Cervantes, Lindzee Garza, Olivia Samaniego, Annika Fernandez, and Bella Fernandez on behalf of Mayor Saul Ayon.

Mayor Saul Ayon presented recognitions. He expressed his admiration for the team and coaches.

PUBLIC COMMENTS

1. Mayela Bujanda (244 8th Street) & David Diaz- April 28, 2023-April 30, 2023 5 de Mayo Festival.
2. Phil Corr- Transparency
3. Nidia Alvarado 431 9th Street- Code Enforcement Letter

Public Comment Closed at 6:21 p.m.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

1. Approval of the Expense Report in the Amount of \$996,389.30 from January 11 to January 24, 2023.
2. Approval of the Regular Meeting Minutes for January 12, 2023.
3. Approval of the Regular Meeting Minutes for February 09, 2023.
4. Approval of the Special Meeting Minutes for December 22, 2022.
5. Approval of the Special Meeting Minutes for December 22, 2022.
6. Approval of **Resolution No. 2023-0019**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CHP CANNABIS GRANT POLICE ENFORCEMENT.

Item No 6. was pulled by member of the public Phil Corr he requested transparency and clarification. Staff addressed his concerns item was put to motion.

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

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

PUBLIC HEARINGS

7. Second Reading and Adoption of **Ordinance No. 0001-2023**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENT TO SECTIONS 17.84.020 B, 17.88.020 B, 17.92.020 B, 17.152.030, AND REMOVING SECTIONS 17.08.045 AND 17.08.050 OF TITLE 17. ZONING WILL PERMIT, BY-RIGHT COMMERCIAL CANNABIS PERMITS SUBJECT TO SECTION 19.04 COMMERCIAL CANNABIS ACTIVITY IN THE MCFARLAND MUNICIPAL CODE TO THE CITY COUNCIL.

a. Open Public Hearing and Receive Public Testimony; 6:26 p.m.

1. Phil Corr- Stated his continued opposition to Ordinance No. 0001-2023.
2. Carlos Torres 411 9th Street – Spoke in support of Ordinance No. 0001-2023.
3. Steve Milicic 33344 Sherwood Ave- Spoke in support of legal well-regulated cannabis retailers.
4. Manuel Lerma 6612 Gansler Court Bakersfield – Interested Cannabis retailer.
5. Mayela Bujanda 244 8th Street- Expressed her concerns for the welfare of the Children of this Community.
6. Victor Oropeza 310 4th Street- Spoke in support of legal well- regulated cannabis retailers.

b. Close Public Hearing; 6:37 p.m.

- c.** Motion was made by: Vice Mayor Cano to Waive the Reading of the Ordinance Text in Its Entirety, Read by Title Only, and adopt **Ordinance No.0001-2023**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.84.020 B, 17.88.020 B, 17.84.020 B, AND 17.152.030 AND REMOVAL OF CODE CHAPTERS 17.08.045 AND 17.08.050; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

Community Development Director L. Ronk stated for the record that the agenda had a typo in the numbering of code chapters 17.84.020B was duplicated, correct number should read 17.92.020 B. This error was on the agenda. The staff report and ordinance was correct as written. There will be no Change to the Ordinance.

- d.** Mayor Directed Staff to Within 15 days of its Passage Publish in at Least Three Public Places in the City.

8. Second Reading and Adoption of **Ordinance No. 0002-2023**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 5, CHAPTER 5.04.045 AND ADDING TITLE 19, CHAPTERS 19.04.010 THROUGH 19.04.370 OF THE MCFARLAND MUNICIPAL CODE.

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

1. Phil Corr- Expressed his concerns and opposition to Ordinance No. 0002-2023.

b. Close Public Hearing; 6:48 p.m.

- c. Motion was made by: Councilmember A. Ayon to Waive the Reading of the Ordinance Text in Its Entirety, Read by Title Only, and Adopt, **Ordinance No.0002-2023**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 5, CHAPTER 5.04.045 AND ADDING TITLE 19, CHAPTERS 19.04.010 THROUGH 19.04.370 OF THE MCFARLAND MUNICIPAL CODE; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

- d. Mayor Directed Staff to Within 15 days of its Passage Publish in at Least Three Public Places in the City.

9. Staff recommends City Council Conduct a Public Hearing for Consideration and Adoption of the Following **Resolution No. 2023-0020**, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND UPDATING AND ESTABLISHING CANNABIS APPLICATION FEES AND ANNUAL CANNABIS RENEWAL FEES.

a. Open Public Hearing and Receive Public Testimony: 6:50 p.m.

1. Phil Corr- Background check requirements and concerns.

b. Close Public Hearing: 6:52 p.m.

- c. Motion was made by: Vice Mayor Cano to Adopt **Resolution No. 2023-0020**, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND UPDATING AND ESTABLISHING CANNABIS APPLICATION FEES AND ANNUAL CANNABIS RENEWAL FEES; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None
Full consensus

ADMINISTRATIVE AGENDA

10. Motion was made by: Councilmember A. Ayon to approve **Resolution No. 2023-0021**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND TO PURCHASE CIVICCLERK (AGENDA AND MINUTES MANAGEMENT SOFTWARE) AND APPROVAL OF THE AGREEMENT WITH CIVICPLUS WITH AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

11. Motion was made by: Councilmember A. Ayon to approve **Resolution No. 2023-0022**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ESTABLISHING A COMMUNITY GRANT PROGRAM TO BE GIVEN BY THE CITY COUNCIL OF THE CITY OF MCFARLAND FOR THE BENEFIT OF QUALIFYING NON-PROFIT GROUPS WITHIN CITY LIMITS OF THE CITY OF MCFARLAND; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

Public Comments:

1. Tim Gonzales- McFarland Panther Youth Football Program Grant Application
2. Mari Jauregui- Camp Keep Grant Application

12. Motion was made by: Vice Mayor Cano to approve **Resolution No. 2023-0023**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING A BUDGET AMENDMENT OF \$10,000.00 TO THE GENERAL FUND FOR THE COMMUNITY GRANT PROGRAM; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

13. Motion was made by: Councilmember A. Ayon to approve **Resolution No. 2023-0024**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,

AUTHORIZING THE FUNDING OF THE CORPORAL POSITION; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

14. Motion was made by: Councilmember Pérez to approve **Resolution No. 2023-0025**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING A STANDBY STIPEND FOR THE CRIME SCENE TECHNICIAN; 2nd by: Councilmember Gonzalez.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

15. Motion was made by: Councilmember A. Ayon to approve **Resolution No. 2023-0026**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING THE CREATION OF THE MEASURE M OVERSIGHT COMMITTEE; 2nd by: Councilmember Cano.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Kern Economic Development Corp. (KEDC)
- c. Kern Local Agency Formation Commission (LAFCO)
- d. Delano Mosquito Abatement District (DMAD)
- e. Poso Creek (IRWMP)
- f. San Joaquin Valley Air Pollution Control District (SJV)
- g. Public Policy and Finance Committee
- h. Public Safety Committee
- i. Quality of Life Committee
- j. Ad Hoc Committee
- k. Cannabis Committee

COUNCIL STATEMENTS AND REPORTS

1. M. Perez- Thank everyone who attended the meeting. She expressed her excitement on the non-profit grant application
2. A. Ayon- Thanked the public for their attendance and assured the community that they are listening to their concerns. He asked the community for patience and assured that the issues will get resolved.
3. A. Gonzalez- Thanked the community for attending and assured them that they do take the community's comments and suggestions to heart.
4. R. Cano- Assured the community that they are addressing the pothole issues and concerns. He thanked the community for attending and insured the citizens that they are doing what ever they can to improve the city.
5. S. Ayon- Informed the community of the lack of infrastructure in our annexation area. He updated the community of the outcome of the utility bill issue and assured that the city was taking responsibility and working to correct the issue. He encouraged the community to communicate to staff as soon as possible if they ever notice any discrepancies on their bill moving forward.

CLOSED SESSION

1. Public Employment (Government Code §54957) Reportable Action: Direction was given to the City Manager to Finalize Employment Agreements and bring them back to Council for final approval.
2. Public Employment (Government Code §54957) Reportable Action: Direction was given to the City Manager to Finalize Employment Agreements and bring them back to Council for final approval.

ADJOURNMENT:

Closed session adjourned at 7:54 p.m.

Francisca Alvarado, City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
February 23, 2023

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 5:30 p.m.

ROLL CALL

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

Councilmembers Absent: None

Councilmember A. Ayon joined the meeting at 5:50 p.m.

OFFICIALS PRESENT

City Manager/Chief of Police Williams (Via Zoom), City Attorney Hodges, Community Development Director L. Ronk III, Human Resources Director Arias, Finance Director Viramontes, City Clerk Alvarado

Officials Absent: None

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Presentation by: San Joaquin Renewables

Randy Holmes, CEO of San Joaquin Renewables was present in person and TJ Paskach, PhD, President was present via zoom. TJ gave brief presentation on the Transportation Biofuel Project to the Community and City Council.

PUBLIC COMMENTS

1. Phil Corr- Expressed his support for the San Joaquin Renewables Biofuel Project.

ADJOURNMENT

Motion was made by: Councilmember Pérez to adjourn the Special Meeting; 2nd by: Councilmember A. Ayon

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez, M. Pérez
NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

Meeting Adjourned at 5:58 p.m.

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams, City Manager/Chief of Police
DATE: March 9, 2023
SUBJECT: Report, Discuss, and Possible Approval of Request for Public Hearing to Receive Input Regarding Unmet Transit Needs (2023/2024).

SUMMARY:

Each year, the Kern County Council of Governments (KCOG) reviews unmet transit needs through a multi-jurisdictional public hearing process throughout Kern County. As part of this annual process, KCOG encourages member entities to conduct separate public hearings to receive local comments. Comments generated during the public hearing process are to be submitted to KCOG for inclusion in the annual Unmet Transit Needs Report of Findings. Public input will be then put into one of three categories:

- A. That there are no unmet transit needs; or
- B. That there are no unmet transit needs which are reasonable to meet; or
- C. That there are unmet transit needs, including those that are reasonable to meet.

FINANCIAL IMPACT:

No immediate financial impact.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing to receive input regarding unmet transit needs and direct staff to forward all comments to Kern County Council of Governments (KCOG) and approve resolution no. 2023-0013

ATTACHMENT:

Resolution No. 2023-0013

RESOLUTION NO. 2023-0013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
FINDING THERE ARE NO UNMET PUBLIC TRANSIT NEEDS WHICH CAN
REASONABLY BE MET IN THE CITY OF MCFARLAND (2023/2024)**

WHEREAS, the Transportation Development Act of 1971 provides for the disbursement of funds from the Local Transportation Fund held in trust by Kern County Auditor-Controller for the purpose authorized by Article 8, Section 99400(a) Streets and Roads and Article 4, Section 99260(a) Public Transportation; and

WHEREAS, an eligible claimant wishing to receive an allocation from the Local Transportation Fund must first hold a Public Hearing where all Unmet Public Transit Needs can be reasonably be met are discussed.

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

- 1) Pursuant to the provisions of law, a duly noticed and Public Hearing regarding Unmet Public Transit Needs was held; and
- 2) The finding was made that there was no Unmet Public Transit Needs that could reasonably be met in the City of McFarland; and
- 3) The City Manager of the City of McFarland is hereby duly authorized to sign all claims, assurances and necessary paperwork; and
- 4) A copy of this Resolution will be transmitted to the Kern Council of Governments in conjunction with the filing of a claim; and
- 5) The Kern Council of Governments is requested to concur in these findings and grant the allocation of funds specified in the Article 8 claim.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 9th day of March 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

NOTICE OF PUBLIC HEARING
CITY OF MCFARLAND, CALIFORNIA

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of McFarland, County of Kern, State of California, does hereby set notice of public hearing wherein all **unmet public transit needs** that can reasonably be met are discussed.

Thursday, March 9, 2023 at 6:00 p.m. In Person Meeting
103 W. Sherwood Ave. McFarland, CA 93250
City Council Chambers

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.

Francisca Alvarado
Francisca Alvarado, City Clerk

Posted 02/09/2023

PUBLIC HEARING

THE CITY OF MCFARLAND DOES HEREBY
SET NOTICE OF PUBLIC HEARING
WHEREIN ALL UNMET PUBLIC TRANSIT
NEEDS THAT CAN REASONABLY MET ARE
DISCUSSED

DATE: March 09, 2023

TIME: 6:00 P.M.

103 WEST SHERWOOD AVE.
MCFARLAND, CA 93250
CITY COUNCIL CHAMBERS

ANY WRITTEN COMMENTS MAY BE
DIRECTED TO THE ATTENTION OF
FRANCISCA ALVARADO,
CITY CLERK @ 661-792-3091
FALVARADO@MCFARLANDCITY.ORG

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: Patrick Jacobs, Interim Public Works Director

DATE: March 9, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0027, approving an additional allocation of funds from the Gas Tax Fund in the amount of \$6,163.29 for additional contingency funds for the Davis Avenue and Hail Lane Reconstruction Project; Accept the completed work by A.J. Excavation, Inc. for the Davis Ave. Reconstruction and Hail Lane Reconstruction Project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder.

SUMMARY:

This is a Notice of Completion for the work under contract agreement with A.J. Excavation, Inc. for the Davis Ave. Reconstruction and Hail Lane Reconstruction Project. The work consisted of road reconstruction/overlay: Grind and remove 3" of asphalt and overlay with 3 inches of hot mix asphalt. Installation of traffic stripes, pavement markings, and roadside signs; reconstruction of ADA curb ramps and installation of Class II Bike Lanes. The Engineering Department has inspected the work and confirmed to Public Works that the work is in conformance with the plans and specifications as of January 11, 2023.

There were three change orders at the City's request, with a combine amount of \$26,009.83. Change Order #1 included the removal of 12" of existing unsuitable soils on Hail Ln and replaced with Class 2 aggregate base material. Change Order #2 included the removal of 3-ft of existing saturated soil at Davis & Kala Loop cross gutter and replaced with Class 2 aggregate base material. Change Order #3 was a payment deduction in the amount of \$622.00; per Contract specifications: The City shall pay for all initial testing, all costs incurred for any additional testing due to failed tests shall be the responsibility of the Contractor.

The City Council awarded the Contract to A.J. Excavation, Inc. on July 14, 2022 in the amount of \$744,655.00, and approved a total budget including contingency in the amount of \$779,789.50. The final project construction cost with quantity adjustments and change orders is \$785,952.79. Staff is asking council to consider approving this resolution that would allow additional contingency funds of \$6,163.29 that would allow to close out the project and pay the contractor.

RECOMMENDATION:

Staff recommends City Council approve Resolution #2023-0027 approving an additional allocation of funds from the Gas Tax Fund in the amount of \$6,163.29 for additional contingency funds for the Davis Avenue and Hail Lane Reconstruction Project; Accept the completed work by A.J. Excavation, Inc. for the Davis Ave. Reconstruction and Hail Lane Reconstruction Project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder. Staff further recommends the release of the 5% retention to the Contractor after 30 days pending claims or liens filed during this period.

FISCAL IMPACT:

Costs:	Construction Cost:	\$ 785,952.79
Funding:	Gas Tax (100%):	\$ 785,952.79

ATTACHMENTS:

Resolution NO. 2023-0027

Notice of Acceptance

Notice of Completion

RESOLUTION NO. 2023-0027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GAS TAX FUND IN THE AMOUNT OF \$6,163.29 FOR ADDITIONAL CONTINGENCY FUNDS FOR THE DAVIS AVENUE AND HAIL LANE RECONSTRUCTION PROJECT.

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

WHEREAS the current construction budget including contingency for the Davis Avenue and Hail Lane Reconstruction project is \$779,789.50; and

WHEREAS the total construction cost including contingency of the completed Davis Avenue and Hail Lane Reconstruction project is \$785,952.79; and

WHEREAS a onetime allocation in the amount of \$6,163.29, is needed for additional construction contingency; and

WHEREAS the City desires to allocate an additional \$6,163.29 from the Gas Tax Fund for contingency funds for the Davis Avenue and Hail Reconstruction project.

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) An additional \$6,163.29 shall be appropriated from the City's Gas Tax Funds and placed in the construction contingencies fund.
- 3) The City Manager is hereby authorized and directed to increase the budget line for construction contingencies by \$6,163.29 for the Davis Avenue and Hail Lane reconstruction project.
- 5) The City Clerk shall certify to the passage and adoption of this resolution.
- 6) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 9th day of March, 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

Recording Requested By:

FBO

CITY OF McFARLAND

When Recorded Mail to:

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

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

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

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

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

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** January 11, 2023

8. The work of improvement completed is described as follows: Davis Ave. & Hail Lane Reconstruction

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: A.J. Excavation, Inc.

10. The street address of said property is: Davis Ave. from W. Perkins Ave. to Elmo Hwy. and Hail Lane from 3rd St. to 5th St.

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

and is described as follows:

Road reconstruction/overlay: Grind and remove 3" of asphalt and overlay with 3 inches of hot mix asphalt. Install traffic stripes, pavement markings, and roadside signs; reconstruct concrete curb ramps.

Date

Saul Ayon – City Mayor

(Mayor)

Verification for **INDIVIDUAL** owner

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

Date and Place

Signature of Owner named in paragraph 2

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

Date and Place

Saul Ayon – City Mayor

- City of McFarland

(Mayor)

SUBSCRIBED AND SWORN TO before me on _____

Francisca Alvarado, City Clerk
City of McFarland

Revised 9/22/2007

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and Council Members

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

DATE: March 9, 2023

SUBJECT: Second Amendment Agreement with Douglas Brown dba Douglas Environmental

SUMMARY:

The City Council approved an Agreement with San Joaquin Renewables, LLC which was signed by all parties on October 25, 2019, wherein San Joaquin would purchase certain property from the City located near its wastewater treatment plant. San Joaquin Renewables, LLC is proposing to build and operate a bioenergy facility, the renewable natural gas produced by the facility will be injected into the Southern California Gas Company pipeline adjacent to the site. Biomass used in the facility will consist primarily of agricultural wood waste from orchard removal, almond and pistachio shells from huller shelter operations.

Douglas Environmental scope of work is to prepare an Administrative Draft Initial Study/Mitigated Negative Declaration for the San Joaquin Renewables Biomass to Renewable Natural Gas Project consistent with the requirements of the California Environmental Quality Act (CEQA). Consultant originally performed the Services for a fee based on time and materials, and for a total fee and cost of not exceed \$62,105.00. The second stage in the environmental review had a total cost is \$37,370.00. With the scope of work change due to the total overall project change, there is additional environmental documents to complete the EIR that will cost about \$80,000. This additional work be paid by San Joaquin Renewables.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2023- 0028 reflecting the amendment to the agreement with Douglas Brown dba Douglas Environmental Services approved by City Attorney and authorize Mayor or Mayor Pro-Tem to execute agreement.

FISCAL IMPACT:

San Joaquin Renewables, LLC is responsible for paying the cost. (\$80,000.)

ATTACHMENTS:

Resolution No. 2023-0028

Agreement

Memo

RESOLUTION NO. 2023-0028
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING SECOND AMENDMENT OF AGREEMENT WITH DOUGLASS BROWN
DBA DOUGLASS ENVIRONMENTAL AND APPROVING ADDITIONAL
ALLOCATION OF FUNDS FROM THE GENERAL FUND

WHEREAS, the City has hired Douglass Brown, the Consultant, to prepare an initial study, mitigated negative declaration or other report to comply with the California Environmental Quality Act for the project proposed by San Joaquin Renewables LLC;

WHEREAS, Douglass Brown is now in the second phase of the process of an initial Study/Mitigated Negative Declaration;

WHEREAS, The first phase of the scope of work included conducting three tasks. These included Project Initiation, Project Description/Project Management, Technical Review of Applicant Submittals, and Preparation of an Administrative Draft Initial Study/Mitigated Negative Declaration;

WHEREAS, This second phase scope of work identifies the tasks necessary to comply with the California Environmental Quality Act (CEQA) for the proposed project.

WHEREAS, This second phase now requires additional work to complete the Environmental Documents required.

WHEREAS, the total funds needed for this appropriation to fund the environmental services described above is \$80,000.00;

WHEREAS, the total funds needed for this appropriation will be collected from San Joaquin Renewables;

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 Amendment to the agreement is approved in its entirety.
- 4) An additional \$80,000.00 shall be allocated to the budget line for the Planning Professional Services from the City's General Fund.
- 5) The City Manager is hereby authorized and directed to utilize funds in the amount of \$80,000.00 for the environmental work required for the San Joaquin Renewables Project.
- 6) The City Clerk shall certify to the passage and adoption of this resolution.

7) 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, March 9th, 2023, moved by Councilmember _____ and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Francisca Alvarado, City Clerk

Saul Ayon, Mayor

Attachments:

- Agreement

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (the "Amendment") is made on the 9 day of March, 2023, by and between the CITY OF MCFARLAND, a municipal corporation (the "City") and DOUGLASS BROWN dba DOUGLASS ENVIRONMENTAL (the "Consultant"),

RECITALS:

WHEREAS, the City has hired Douglass Brown, the Consultant, to prepare an initial study, mitigated negative declaration or other report to comply with the California Environmental Quality Act for the project proposed by San Joaquin Renewables LLC;

WHEREAS, Douglass Brown is requiring additional work due to the change of project which requires additional necessary environmental documentation;

WHEREAS, Scope of additional work is within Exhibit B;

WHEREAS, This second phase scope of work identifies the tasks necessary to comply with the California Environmental Quality Act (CEQA) for the proposed project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals.** The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
- 2. Amendment to Agreement.**
 - a. Section 2** of the Agreement is hereby amended by adding the following language: "Consultant agrees to perform the ADDITIONAL Services pursuant to the terms and conditions hereinafter described."
 - b. Section 3** of the Agreement is hereby amended by adding the following language as subsection (3)(ii): "Consultant will perform the ADDITIONAL Services for a fixed fee of \$80,000.00 (the "Fee"). As listed in Exhibit "B," the ADDITIONAL Services total 3 tasks over the next 12 weeks.

The fee payable for completion of each task shall be payable based on the number of tasks listed in Exhibit "B" that were completed since the previous payment.

Each payment shall be made pursuant to written invoices submitted by the

Consultant. Each invoice shall first be reviewed by the City Manager or the City Manager's representative and approved for payment.

3. **Incorporation of Amendment:** Re-affirmation of Agreement. The Parties agree this Amendment is hereby incorporated into and made a part of the Agreement for all effects and purposes. The Parties further agree that except as amended by this Amendment, the Agreement and all of its terms and conditions remain in full force and effect and such terms and conditions are legally binding upon the Parties hereto and thereto. The undersigned adopt, ratify, and confirm the Agreement and all of its terms and provisions are in effect.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
5. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Agreement.
6. **Governing Law.** This Amendment is governed by the laws of the State of California
7. **Authority to Execute Agreement.** Each Party warrants and represents to each other that the person(s) whose signature appears below their respective name is duly authorized and has full authority to execute this Amendment on behalf of the entity appearing above such signatures.
8. **Joint Drafting.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Amendment and agree that this Amendment is the product of negotiations between the parties. This Amendment shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first hereinabove written.

CITY:
City of McFarland

CONSULTANT:
Douglass Brown dba Douglass
Environmental.

By: _____
Saul Ayon,
Mayor

By: _____

Name: _____

Title: _____

ATTEST

By: _____
Francisca Alvarado, City Clerk

APPROVED AS TO FORM

By: _____
Nathan M. Hodges,
City Attorney

EXHIBIT "B"
[ADDITIONAL Services]



February 27, 2023

Brianahi De Leon
City Planner
City of McFarland
401 West Kern Avenue
McFarland, CA 93250

RE: Proposed Amendment to Existing Scope of Work to Initiate Preparation of an Environmental Impact Report (Phase 1) for the San Joaquin Renewables Biomass to Renewable Natural Gas Project

Dear Ms. De Leon:

Douglas Environmental appreciates the opportunity to present this proposed amendment to our existing scope of work to initiate the preparation of an Environmental Impact Report (EIR) for the San Joaquin Renewables Biomass to Renewable Natural Gas Project. Douglas Environmental proposes to team with Ascent Environmental (Consultant Team) in initiating the preparation of this EIR. The proposed scope of work is limited to the tasks necessary to initiate preparation of the EIR, as described below. Identified as Phase 1, these initial tasks are proposed to be completed consistent with the project funding available at the time this scope of work was prepared. An additional contract amendment will be necessary to complete the EIR and conduct the tasks necessary to comply with the California Environmental Quality Act (Phase 2). Phase 1 includes the following specific tasks:

PHASE 1 SCOPE OF WORK

The scope of work consists of initiating the preparation of the necessary environmental documentation for the proposed San Joaquin Renewables Biomass to Renewable Natural Gas Project to comply with the regulatory requirements of the California Environmental Quality Act (CEQA).

Task 1 – Project Initiation Meeting

The purpose of this meeting is to confirm the scope of work, the available materials and technical studies, project schedule, provide the City of McFarland and the project proponent with any information needs request, and receive any updates on project details. Our project manager and principal-in-charge will attend the meeting (virtual or in-person) and will provide meeting notes to the City and the project proponent after the meeting.

Task 2 – Notice of Preparation and Scoping

Upon completion of the project initiation meeting, the Consultant Team will begin drafting a notice of preparation (NOP). Upon receiving comments on the draft NOP, we will revise the NOP and produce the NOP for publication consistent with Assembly Bill 819 and the State CEQA Guidelines.

If granted status as an approved submitter by the City, the Consultant Team will submit the NOP and Notice of Completion (NOC) to the State Clearinghouse on behalf of the City. Otherwise, it is assumed the City would upload via the CEQAnet web portal.

Scoping meetings are required for projects that meet the criteria for a project of Statewide, Regional, or Areawide Significance as defined in CEQA Guidelines Section 15206. Assuming a general plan amendment is required and this definition is triggered, the Consultant Team's project manager and principal will attend and facilitate one virtual NOP scoping meeting for the project. It is assumed that an applicant representative will present a summary of the proposed project and the Consultant Team will present the CEQA process, including opportunities for public and agency input and participation.

Deliverables

- Draft and Final NOP (one electronic copy of each)
- Attendance at one scoping meeting

Task 3 – Initiate Preparation of Administrative Draft EIR

The Consultant Team will initiate preparation of an administrative draft EIR (ADEIR) consistent with the City's preferred format, if any. The Consultant Team will initiate preparation of the environmental document with readability and CEQA compliance in mind. Where highly technical information is needed to support the analysis, such as for a project of this nature, this information will be included in one or more technical appendices and a clear and concise summary of this information will be presented in the EIR. The effort will focus on preparing the environmental setting and regulatory setting sections for individual resource areas. This will include reviewing available technical information and studies, and conducting field work, where appropriate.

The Phase 1 scope of work includes completing the ADEIR Introduction Chapter, the Project Description Chapter, and the Level of Service Traffic Study. The preparation of the other EIR chapters will be initiated but will not be completed as part of this Phase 1 scope of work. Upon completion of the Phase 1 efforts, a summary of the status of the ADEIR chapter preparation and the proposed scope of work to complete the Phase 2 portion of the EIR preparation will be provided to the City.

Deliverables

- ADEIR Draft Introduction Chapter (one electronic copy)
- ADEIR Draft Project Description Chapter (one electronic copy)
- Draft Level of Service Traffic Study (one electronic copy)
- Summary of ADEIR Chapter Preparation (one electronic copy)
- Proposed Scope of Work for Phase 2 (one electronic copy)

Task 4 – Project Management and Meetings

The Consultant Team's principal and project manager will participate in up to four (4) project team meetings to be held via MS Teams or Zoom. The Consultant Team's principal and project manager will attend the scoping meeting following release of the Notice of Preparation. This task also provides project management and coordination budget for the Consultant Team's principal and project manager, including schedule management and updates, progress status updates, coordination with staff, the applicant team, and third-party consultants and representatives.

SCHEDULE

The Consultant Team proposes to complete the Phase 1 scope of work consistent with the schedule identified below.

Task 1 – Project Initiation Meeting March 2023
Task 2 – Notice of Preparation and Scoping April 2023
Task 3 – Initiate Preparation of Administrative Draft EIR May 2023

COST ESTIMATE

The estimated cost to complete this scope of work is \$80,000. A separate cost estimate will be prepared for the Phase 2 scope of work following the completion of the Phase 1 scope of work. We are willing to discuss refinements to the scope of work, budget, and project schedule during project initiation, if needed.

We appreciate this opportunity to work with the City of McFarland on this project and are prepared to commence work immediately following your authorization to amend our existing contract for this project. If you have any questions at all regarding this proposed scope of work, please give me a call.

Sincerely,

A black rectangular box redacting the signature of Douglas Brown.

Douglas Brown
Principal



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

Memorandum

DATE: March 9, 2023

RE: Second Amendment of Agreement for Initial Study, Mitigated Negative Declaration and other report services between Douglass Brown and City of McFarland

An Agreement between City of McFarland and Douglass Brown was approved on July 23rd, 2020, to conduct an initial study, mitigated negative declaration or other report to comply with CEQA. The cost for this agreement was to be paid to the City by San Joaquin Renewables for the proposed project to be created by San Joaquin Renewables. This second amendment of the original agreement has an increase in cost of \$80,000.00 which is presented in Exhibit B.

This memorandum is to capture that San Joaquin Renewables will cover all cost that has incurred in the amount of \$80,000.00. This cost will be paid to the City of McFarland in a lump sum and be paid to Douglass Brown in portions as task are completed within Exhibit B.

Dated: _____

SAUL AYON, Mayor of the City of
McFarland, California, "**City**"

Saul Ayon, Mayor

Attest:

Francisca Alvarado, City Clerk

Dated: 2-28-2023

By: 
T.J. Paskach,
President, San Joaquin Renewables
"Developer"

Dated: _____

By: _____
Kenneth Williams,
City Manager

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams Chief of Police / City Manager
DATE: March 09, 2023
SUBJECT: Report, Discuss, and Possible Approval of Appropriations Resolution No. 2023-0029 to Increase the City Council Budget due to Unforeseen Expenses not covered in the 2022/2023 approved Budget.

SUMMARY:

Over the past few months Council has requested a series of items that have incurred additional expenses then budgeted for during the 2022/2023 budget adoption. Due to these request staff is requesting an additional allocation of funds from the general fund to make these line items whole again. Staff is also requesting a budget increase to allow for future council requests.

FINANCIAL IMPACT:

Total Financial Impact to the general fund is \$20,777.89.

RECOMMENDATION:

Staff recommends the Council approve Resolution No. 2023-0029 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE CITY COUNCIL BUDGET FROM THE GENERAL FUND.

ATTACHMENT:

1. Resolution No.2023-0029

RESOLUTION NO. 2023-0029

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE CITY COUNCIL
BUDGET FROM THE GENERAL FUND**

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

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$11,125.00 towards Conference/Meetings/Travel for City Council; and

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$1,200.00 towards Clothing for City Council; and

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$2,645.00 towards Telephone & Communications for City Council; and

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$1,250.00 towards Supplies - Office for City Council; and

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$780.00 towards Special Activities for City Council; and

WHEREAS, the approved 2022/2023 fiscal year budget allocated \$430.00 towards Dues & Subscriptions for City Council; and

WHEREAS, the current budget did not allocate sufficient funds to accommodate all expenses; and

WHEREAS, the City Council believes it is vital to allocate all expenses appropriately to the correct fund accounts; and

WHEREAS, an allocation of \$12,528.95 is required for Conference/Meetings/Travel for City Council; and

WHEREAS, an allocation of \$514.19 is required for Clothing for City Council; and

WHEREAS, an allocation of \$5,000.00 is required for Telephone & Communications for City Council; and

WHEREAS, an allocation of \$477.45 is required for Supplies - Office for City Council; and

WHEREAS, an allocation of \$1708.86 is required for Special Activities for City Council;
and

WHEREAS, an allocation of \$548.44 is required for Dues & Subscriptions for City Council; and

WHEREAS, the City desires to allocate a total amount of \$20,777.89 to the City Council Department from the General Fund for Conference/Meetings/Travel, Clothing, Telephone & Communications, Special Activities, Supplies – Office, and Dues & Subscriptions; 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 and incorporated herein as if set forth in full.
- 2) A total amount of \$12,528.95 shall be allocated to the budget line for City Council Conference/Meetings/Travel from the City's General Fund.
- 3) A total amount of \$514.19 shall be allocated to the budget line for City Council Clothing from the City's General Fund.
- 4) A total amount of \$5,000.00 shall be allocated to the budget line for City Council Telephone & Communications from the City's General Fund.
- 5) A total amount of \$1708.86 shall be allocated to the budget line for City Council Special Activities from the City's General Fund.
- 6) A total amount of \$477.45 shall be allocated to the budget line for City Council Supplies - Office from the City's General Fund.
- 7) A total amount of \$548.44 shall be allocated to the budget line for City Council Dues & Subscriptions from the City's General Fund.
- 8) The increased allocation shall be in full force and effect.
- 9) The City Manager is hereby authorized and directed to allocate funds appropriately.
- 10) The City Clerk shall certify to the passage and adoption of this resolution.
- 11) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 9th day of March, 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

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams, Chief of Police/ City Manager
DATE: March 9, 2023
SUBJECT: Report, Discuss, and Possible Approval of the Employee Agreement between the City and Serrena McCuan.

SUMMARY:

The city has been in the recruitment process of hiring a new Human Resources Director for the past month. Last month the city conducted a series of interviews and after negotiation, the city has agreed to hire Serrena McCuan as the city's Human Resource Director.

On February 23, 2023 the city council held a closed session to discuss the details of the employment agreement and concluded that the terms of the employment agreement were acceptable. Based on this discussion, staff completed the employee agreement with Serrena McCuan and based on those terms McCuan is due to be hired on March 20, 2023. Staff has now returned to council to officially approve the terms of the employee agreement between the city and Serrena McCuan.

FISCAL IMPACT:

The total fiscal impact on the 2022/2023 budget is \$44,302 based on 4 months of salary and benefits listed below:

- Salary: \$ 29,333 as per the annual contract of \$88,000.
- Benefits: \$ 14,969

RECOMMENDATION:

Staff recommends council discuss & possibly approve the employment agreement between the City and Serrena McCuan for the position of Human Resources Director.

ATTACHMENTS:

Employment agreement between the City and Serrena McCuan.

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this _____ day of March 2023, by and between the City of McFarland, a Municipal Corporation (“City”), and Serrena McCuan (“McCuan”). The City and McCuan are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

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

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

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

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it has hired McCuan as its Human Resources Director as of March 20, 2023 (“Effective Date”) McCuan and the city agree to the terms and conditions of this Agreement. McCuan shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** McCuan’s employment with City is at the sole will, discretion and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to McCuan’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

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

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

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

4. Duties.

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

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

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

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

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

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

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

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

- A. **Salary.** Commencing on the Effective Date, McCuan’s annual salary shall be Eighty-eight thousand dollars (\$88,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
- B. **Vacation.** McCuan shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of McCuan’s employment, any unused vacation hours shall be cashed out prior to Her accrual of an additional eighty (80) hours.
- C. **Sick Leave.** McCuan shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City’s Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
- D. **Administrative Leave.** McCuan shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of the McCuan’s employment any unused hours shall be cashed out prior to Her accrual of an additional forty (40) hours.

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

9. **Evaluation.** The City Manager shall evaluate McCuan after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.
10. **Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

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



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

11. General Provisions.

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

the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.

- F. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- H. **Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- J. **Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.
- K. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. **Execution.** This Agreement is effective March 20, 2023. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. **Non-Interest.** Except for McCuan, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

O. Acknowledgement of Statutes That May Affect Employment Relationship. City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

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

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

P. Independent Legal Advice. City and McCuan represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and McCuan

further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

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

Dated: _____

CITY OF MCFARLAND

By: _____

Saul Ayon

Title: Mayor

Dated: _____

EMPLOYEE

By: _____

Serrena McCuan

APPROVED AS TO FORM:

By: _____

Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

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

**STAFF REPORT
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams, Chief of Police/ City Manager
DATE: March 9, 2023
SUBJECT: Report, Discuss, and Possible Approval of the Employment Agreement between the City and Patrick Jacobs.

SUMMARY:

Last month the city had a vacancy in the position of Public Works Director. Due to the vacancy, Staff hired Mr. Patrick Jacobs as the Interim Public Works Director to fill the position while the city recruits a permanent public works director. During the hiring of Jacobs, the city negotiated a set salary and drafted an agreement with Jacobs.

On February 23, 2023 the city council held a closed session to discuss the details of the employment agreement and concluded the terms of the employment agreement were acceptable. Based on this discussion, staff completed the employee agreement with Patrick Jacobs who is currently working under the terms of the contract. Staff has now returned to council to officially approve the terms of the employment agreement between the City and Patrick Jacobs.

FISCAL IMPACT:

The total impact to the 2022/2023 budget is \$75,531 based on 5 months of salary and benefits listed below:

- Salary: \$62,500 as per the annual contract of \$150,000.
- Benefits \$11,031 (excludes medical)

RECOMMENDATION:

Staff recommends council discuss & possible approve the employment agreement between the City and Patrick Jacobs for the position of Interim Public Works Director.

ATTACHMENTS:

Employment agreement between the City and Patrick Jacobs.

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this _____ day of March 2023, by and between the City of McFarland, a Municipal Corporation (“City”), and Patrick Jacobs (“Jacobs”). The City and Jacobs are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Jacobs as the City’s Interim Public Works Director; and

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

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

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it has hired Jacobs as its Interim Public Works Director as of February 14, 2023 (“Effective Date”). Jacobs and the City agree to the terms and conditions of this Agreement. Jacobs shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** Jacobs’s employment with City is at the sole will, discretion and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Jacobs’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

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

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

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

4. Duties.

- a. Public Works Director.** Employee accepts employment with the City as its Public Works Director and agrees to perform all functions, duties and services as promulgated by City regulations and procedures, the City Manager, and the Public Works Director job description, including, but not limited to the following:
 - i. Plan, organize, direct, and supervise all departmental programs. Oversee and evaluate the efficiency and effectiveness of all aspects of the department's programs in light of the City's goals, objectives and priorities.
 - ii. Directs development of City goals, objectives, and priorities. Based on these City goals, objectives, and priorities, develop those of each department. Participate in the development and administration of the departmental budgets.
 - iii. Directs the selection and assignment of department employees and provide for the supervision and training of all such personnel. Assign, direct, evaluate and recommend reward and discipline of employees directly supervised, in accordance with City policy. Assure that department employees are instructed in job safe practices associated with their typical work environments and in the handling of hazardous materials. Resolve routine personnel issues. Investigate accidents.
 - iv. Maintain adequate monitoring and reporting systems to ensure the adequacy, quality and timeliness of department activities, programs, and compliance with City regulations. Determine work procedures to improve efficiency and effectiveness of operations.
 - v. Prepare City Council agenda items for review and approval by the City Manager
 - vi. Attend a variety of management meetings and other city meetings representing the department. Make presentations before various boards and commissions and as requested by the City Manager, before the City Council
 - vii. Represent the City on various regional, community and professional boards, committees, and commissions, as requested by the City Manager. Make necessary presentations and maintain effective liaison with colleagues and practitioners in similar local, state, and federal activities.
 - viii. Provide technical staff assistance to the City Manager and other department heads. Draft correspondence in response to public inquiries and monitor department program activities for compliance with regulations and City priorities. Serve the City by taking on special non-public works assignments from the City Manager, staffing special studies, inquiries and fact finding. Prepare staff analysis and reports on various projects and programs. Present analysis in both oral and written form to the City Manager and Council
 - ix. Resolve the department's most difficult, complex and sensitive customer service issues as necessary or directed and maintain related records. Keep the City manager informed of problems, issues, and concerns. Recommend changes in programs and policies to the City Manager

- x. Research, identify and develop suggested changes to the department programs and prepare proposed supporting budgets during the City's annual budgetary process. Direct the development and presentation of the Public Works budgets.
- xi. Estimate department revenues and expenses, including any revenue and expense associated with grants and contracts of the department. Administer budgets for each of the departmental divisions.
- xii. Direct the planning, development, and implementation of public works projects. Approve plans for public works projects. Review contractor bids and recommend contract award.
- xiii. Enter into discussions with outside entities concerning the establishment of contractual relationships with the City concerning those matters under department cognizance. Monitor these and other City contracts that relate to and are within the scope of department responsibilities.
- xiv. Responsible for authorizing the purchase of departmental materials and equipment within the established dollar limits and the department's budget. Prepare staff analysis and reports on various projects and programs. Present analysis in both oral and written form through Council and other public presentations, as requested by the City Manager
- xv. Plan, organize, direct, and coordinate all the activities of the Public Works Department. Functional activities include street and traffic signing maintenance and repair, vehicular and equipment maintenance and repair, electrical and electronic maintenance and repair, solid waste collection and disposal, wastewater collection and treatment, and water production, treatment, code enforcement, engineering and distribution programs and services.
- xvi. Plan for facility expansion, storage facilities, and equipment purchases. Assure safe storage of volatile materials that meet State OSHA requirements and regulations. Prepare specifications for projects and equipment. Implement Federal and State mandates.
- xvii. Prepare or supervise the timely preparation of mandatory annual reports to the Federal, State, and other agencies. Prepare additional periodic reports for the City Manager and City Council.
- xviii. Performs other duties as assigned.

5. **Term.** Except as hereinafter described, the term of this agreement shall be from the effective date until the permanent public works position is filled or until July 1st, 2023 whichever is first. The term of this contract can be modified upon agreement by both parties. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

6. **Termination.** Jacobs's "at-will" employment as Interim Public Works Director may be terminated as follows:

- a. **Resignation.** If Jacobs elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice.

Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

b. Termination “Without Cause.” City reserves the right to terminate this Agreement and Jacobs's employment as Interim Public Works Director at any time, “without cause” or advance notice.

c. Termination “With Cause.” The City reserves the right to terminate this Agreement and Jacobs's employment at any time, “with cause.” “Cause” shall include, but not be limited to:

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

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

A. Salary. Commencing on the Effective Date, Jacobs's annual salary shall be one hundred and fifty thousand dollars (\$150,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.

B. Vacation. Jacobs shall receive the same number of vacation hours consistent with the employee handbook.

- C. **Sick Leave.** Jacobs shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
- D. **Holiday and Other Leaves.** Jacobs shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
- E. **Health Insurance Benefits.** City shall provide health insurance coverage for Jacobs and his family consistent with the health insurance benefits provided to City employees. Jacobs may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
- F. **Vehicle.** Jacobs shall be required to adhere to all City policies and procedures regarding use of City vehicles.
- G. **Cell Phone.** City shall provide Jacobs with a cell phone purchased by City to be used by Jacobs exclusively for performance of His duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Jacobs's election, City will pay Jacobs an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Jacobs acknowledges that use of the City provided cell phone, or His personal cell phone, for City business may be subject such usage to disclosure under the California Public Records Act.
- H. **Retirement.** City represents and Jacobs acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Jacobs's salary annually to Jacobs's 401(k) or deferred compensation retirement account. Jacobs shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.
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City
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Either party may change His or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

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- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. **Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce

the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.

- F. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- H. **Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- J. **Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.
- K. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. **Execution.** This Agreement is effective February 14, 2023. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. **Non-Interest.** Except for Jacobs, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

O. Acknowledgement of Statutes That May Affect Employment Relationship. City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

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

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

P. Independent Legal Advice. City and Jacobs represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Jacobs further represent and warrant that each has carefully reviewed this entire Agreement and that each

term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

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

Dated: _____

CITY OF MCFARLAND

By: _____

Saul Ayon

Title: Mayor

Dated: _____

EMPLOYEE

By: _____

Patrick Jacobs

APPROVED AS TO FORM:

By: _____

Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Public Works Director

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Kenny Williams Chief of Police/ City Manager
DATE: March 9, 2023
SUBJECT: Report, Discuss, and Possible Approval to appoint Brian Knox as the Interim Chief of Police.

SUMMARY:

Since 2022 the city has been in search of a chief of police. Currently the city manager continues to hold dual roles as both the city manager and chief of police. In December 2022, the police department was restructured, and Sergeant Brian Knox was promoted to acting captain and assigned to oversee the police department.

Since that time the city manager has been able to provide more consistent management of the city and at this time is recommending the city council place acting Captain Brian Knox in the position of interim chief of police pending the hiring of a permanent chief of police. Under the current ordinance, city council has the authority to appoint the chief of police. This appointment would be completed through the use of a Personnel Action Form and upon the hiring of a fulltime chief of police a contract will be negotiated.

FINANCIAL IMPACT:

This placement would not include an increase in salary at this time and, therefore this change will have no impact on the overall budget of the city. This change would be retroactive to March 5, 2023

RECOMMENDATION:

Staff recommends City Council Discuss and Possibly Approve the appointment of acting Captain Brian Knox to interim chief of police at his current salary range.

ATTACHMENT:

I. Job Description



CITY OF MCFARLAND

INTERIM CHIEF OF POLICE

POSITION SUMMARY

Under the administrative direction of the City Manager, the Interim Chief of Police will promote and embrace a collaborative and inclusive approach to issue resolution and the management of the McFarland Police Department. Additionally, the Interim Chief will be able to easily connect to people from all backgrounds and be known as a bridge-builder who is respectful of all people and cultures, helping others see and understand other perspectives, and bringing people together behind common goals and solutions. This top candidate will also build a spirit of teamwork and common purpose while advancing the Department toward enhanced use of evidence-based policing, data-driven decision-making, and innovative practices.

ESSENTIAL RESPONSIBILITIES:

Duties may include, but are not limited to, the following:

- Plans organizes, directs, and supervises the activities of police personnel in preserving order, protecting life and property, and enforcing laws and ordinances.
- Prepares the Department budget and controls Department expenditures.
- Makes recommendations for the purchase of equipment and supplies.
- Plans for future departmental growth, with regard to additional police services and research programs relative to their specific application to the Department and community.
- Reviews Department operations, researches modern police management methods, and formulates and enforces rules, procedures, and policies for efficient operation of the Department.
- Works with individual Citizens and community groups on law enforcement problems and to improve police-community relations.
- Attends county, regional, and State police conferences as needed, and meetings with other public officials.
- Investigates and determines proper courses of action on citizen complaints.
- Coordinates law enforcement activities with the activities of other City departments and other law enforcement agencies.
- Researches and recommends the adoption of new, or the deletion of old, ordinances for the overall benefit of the community.
- Reviews the evaluation of employee performance, investigates personnel problems, and takes whatever action is deemed appropriate.
- Directs the development and implementation of a departmental in-service training program. Appears as a guest speaker for business, civic, school, or other community groups.
- Approves and submits all monthly and yearly departmental statistical reports.
- Interviews and makes recommendations on the employment of new personnel and supervises background investigations on police officer applicants.
- Makes recommendations on promotions, transfers, or dismissals. Prepares special reports related to department operations.
- May be assigned special projects or additional areas of responsibility by the City Manager.
- Makes every reasonable effort to continually improve the manner in which the job is performed and increase the quality of service to the public.

DESIRABLE QUALIFICATIONS

Knowledge and Abilities:

Knowledge of modern principles, practices, and techniques of police administration, organization, and operation, and their applicability to civic situations; of technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, juvenile delinquency control, record keeping, and care and custody of persons and property; of laws, ordinances, and regulations affecting the work of the Department; of principles of public administration, including personnel, administrative and budgetary control.

Ability to plan, organize and coordinate the work of the Police Department; to develop and administer sound departmental policies; to establish and maintain cooperative and effective working relationships with governmental officials, employees, and the public; to speak and write effectively.

Working Conditions-

Positions in this class are occupied by armed police personnel who may be assigned to work in uniform or plain clothes. Shift schedules and job assignments may be rotational. The duties involve both field and office work and require frequent public contact including difficult or tense situations.

Physical Demands -

Emphasizes speech, hearing, and vision; also, some lifting, carrying, pushing, pulling, balancing, running, stooping, and crawling.

Education and Experience-

Any combination of experience and education that would be likely to provide the required knowledge, skills, and abilities could be qualifying, as determined by the City. A typical way to obtain the required qualifications would be:

Experience- Broad and extensive experience in all major phases of municipal police work, including at least three years in a responsible management capacity in a law enforcement agency. Minimum of fifteen years of California law enforcement experience. Additionally, a proven track record of community engagement and working with the community, businesses, and other stakeholder groups is highly valued and strongly desired.

Education- Bachelor's degree in Criminal Justice or other related fields. Prior Experience as a Chief of Police may replace the degree requirement. Possession of a California P.O.S.T. supervisory certificate and a California P.O.S.T. Executive Certificate is desirable.

Licenses and Certificates-

- Valid California Driver's License and a satisfactory driving record are conditions of initial and continued employment.
- Possession of a Class C California Driver's License.
- Must successfully complete a background investigation as a condition of initial employment with McFarland Police Department.

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefits package including:

- Comprehensive City paid medical including buy-up option, City paid dental, and vision benefits for the employee and dependents
- Life insurance \$50,000 (employee only)
- Retirement: Deferred Compensation 401(k)-The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee.
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 12 days' vacation and 12 days of sick pay accrued annually
- 12 Days of Holiday Pay
- 1 Personal Day

APPLICATION

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

EQUAL OPPORTUNITY EMPLOYER

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

ACKNOWLEDGEMENT

A review of this position has excluded the marginal functions of the position that are incidental to the performance of essential job duties. The duties and responsibilities are essential job responsibilities and requirements and are subject to possible modification to reasonably accommodate individuals with disabilities. To perform this job successfully, the incumbent(s) will possess the knowledge, skills and abilities to perform each duty proficiently. The requirements listed in this document are the minimum levels required for this position.

I acknowledge that I have received a copy of this position's job description.

Print Name

Signature

Date