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

REGULAR MEETING
CITY COUNCIL CHAMBERS **May 11, 2023**
103 W. SHERWOOD AVE, MCFARLAND, CA **6:00 PM**

In Person Meeting

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

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

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:
Mayor, Saul Ayon
Vice Mayor, Ricardo Cano
Council Member/Board Member, Amador Ayon
Council Member/ Board Member, Anita Gonzalez
Council Member/Board Member, 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: Chief of Police Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Jason List, Isom Advisors Re: Refunding 2010 Bonds
- Mosquito Abatement Presentation
- Swearing in Ceremony – Officer Kenneth Muller

PUBLIC COMMENT: The public may address the Council/Board Member on items which do not appear on the agenda. Council/Board Members may respond briefly to statements made or questions posed. They may ask a question for clarification; may refer the item to staff for further study or for placement on a future agenda. Speakers are limited to two minutes for each person. Please state your name and address for the record prior to making a presentation. Fifteen minutes total will be allowed for any one subject.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

1. Approval of Expense Report in the Amount of $184,480.65 from April 19, 2023 to May 2, 2023.

2. Approval of Payroll Report for the Month of April 2023 in the Amount of $288,654.90

3. Approval of April 13, 2023, Regular Meeting Minutes.

4. Approval of April 27, 2023 Regular Meeting Minutes.

PUBLIC HEARINGS

5. Second Reading and Adoption of Ordinance No. 0004- 2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.04, 17.72, 17.76, 17.80 AND 17.152 OF TITLE 17 ZONING.

- Staff Report

a. Open Public Hearing and Receive Public Testimony:
Close Public Hearing:

b. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance NO.0004-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.04, 17.72, 17.76, 17.80 AND 17.152 OF TITLE 17 ZONING.

c. Direct Staff to Post for 30 days in all designated posting locations.

6. Introduction and first Reading of Ordinance No.0005-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 19.04.080(11), 19.04.110(A), 19.04.270 (B) AND REMOVAL OF CHAPTER 19.04.040(D).

- Staff Report

d. Open Public Hearing and Receive Public Testimony:
Close Public Hearing:

e. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance NO. 0005-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 19.04.080(11), 19.04.110(A), 19.04.270 (B) AND REMOVAL OF CHAPTER 19.04.040(D).

f. Direct Staff to Schedule Second Reading and Adoption of Ordinance No.0005-2023 For the Next Regular City Council Meeting of May 25, 2023.

7. It is recommended that the City Council of the City of McFarland Conduct a Public Hearing to Receive Input Regarding its Intent to Levy and Collect Assessments Within the Lighting and Landscaping District No. 1 for Fiscal Year 2023/2024.

- Staff Report

a. Open Public Hearing and Receive Public Testimony:
Close Public Hearing:

b. Motion to Adopt Resolution No. 2023-0062 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT REGARDING THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO.1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2023/2024.

c. Motion to Adopt Resolution No. 2023-0063 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2023/2024

ADMINISTRATIVE AGENDA

8. Report, Discussion, and Approval of Resolution No. 2023- 0064 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DIRECTING STAFF TO TAKE ACTIONS NECESSARY TO REFUND THE 2010 WATER AND WASTEWATER REVENUE BONDS.

9. Report, Discussion, and Approval of Resolution No. 2023-0065 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND CALIFORNIA ADOPTING THE FOLLOWING RULES OF PROCEDURE (Rosenburg's Rules of Order) FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES.

10. Report, Discuss, and Possible Approval of Resolution No. 2023-0066 A RESOLUTION FOR THE CREATION OF SENIOR CITY PLANNER AND THE RECLASSIFICATION OF THE CITY PLANNER TO SENIOR CITY PLANNER.

11. Report, Discuss, and Possibly Approve Resolution No. 2023-0067 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A SIDE LETTER AGREEMENT WITH THE SERVICE EMPLOYEES' INTERNATIONAL UNION L521 TO IMPLEMENT EMPLOYEE SALARY INCREASES AND SALARY RANGE CHANGES.

12. Report, Discuss, and Possible Approval of Resolution No. 2023-0068 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH THE MCFARLAND POLICE OFFICER ASSOCIATION (MPOA).

13. Report, Discuss, and Possible Approval of A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO COMPLETE THE ZERO-EMISSION BUS INNOVATIVE CLEAN TRANSIT PLAN AND AUTHORIZING A BUDGET ADJUSTMENT OF $7,000 TO THE TRANSIT FUND.

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. 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 May 8, 2023.

_____
Sarah Drake, Deputy City Clerk

_____
Kenneth Williams, City Manager

Next Meeting: Regular City Council May 25, 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.

Isom Advisors A Division of
URBAN FUTURES | Incorporated

City of McFarland

2023 Refunding Analysis

by

Isom Advisors,
a Division of Urban Futures, Inc.

May 11, 2023



1470 Maria Lane, Ste. 315 - Walnut Creek, CA 94596

About the Firm

Introduction

Meeting your financial challenges and saving you money

City of McFarland

- Isom Advisors is a full-service financial advisors and planning firm that serves California municipalities.
- The leading financial advisor to municipalities since 2011 based on number of financings.
- We are independent with no conflicts of interest
- Our staff has over 75 years of experience providing honest advice and the highest level of service.
- Strong references from our clients.
- Public agency experience includes:

  - City of Menifee
  - City of Sanger
  - City of Victorville
  - City of Upland
  - Coachella Water Authority
  - San Juan Water District
  - Desert Hot Springs Public Finance Authority
  - Rowland Water District
  - City of Covina
  - King City
  - Ceres Financing Authority
  - Ukiah Valley Sanitation District
  - City of Dinuba
  - City of Salinas
  - Imperial Joint Powers Authority



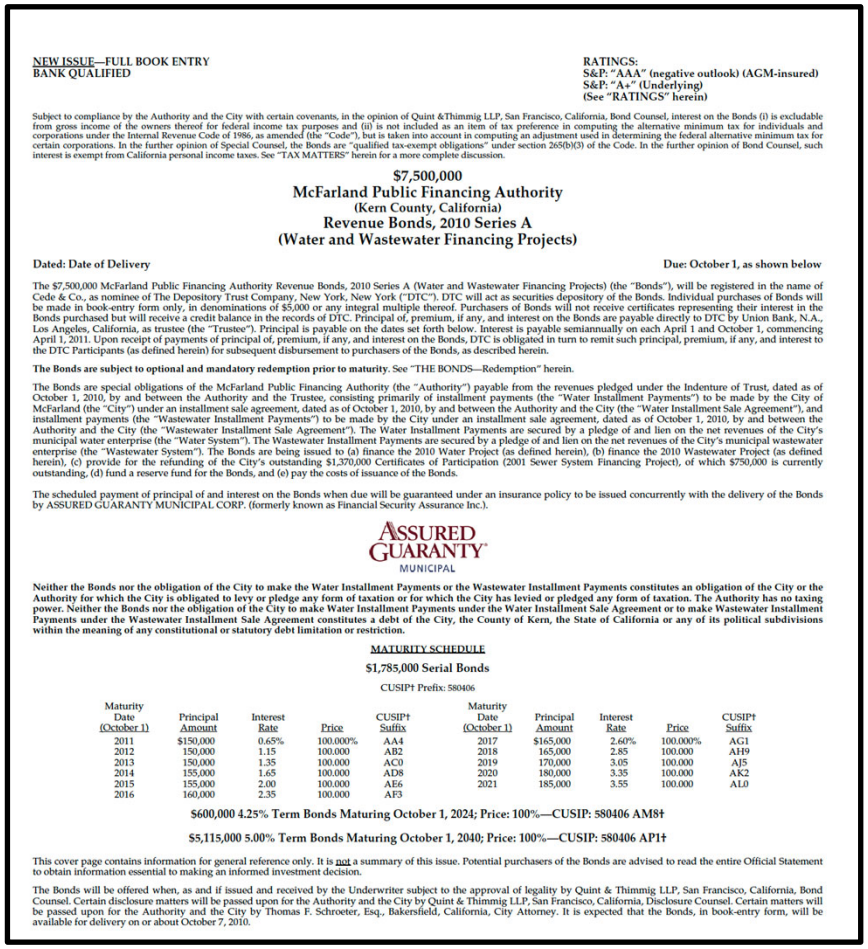
Refunding Analysis

2023 Refunding Overview

Executive summary

City of McFarland

- In 2010, the City issued Water/Wastewater Revenue Bonds with a par amount of $7.5 million.
- There is an opportunity to refund the 2010 Bonds to lower the debt service (principal and interest) payments and save the City money.
- The present value percentage ("PV%") savings is estimated to be over 5.0% of the previous bonds.
  - Savings estimate is a net savings number of all estimated professional expenses.
  - This is well above the GFOA recommended minimum of 3.0% savings.
- ***Potential City savings of more than $661,000.***
- Refunding outstanding debt does not add additional years to existing term.



NEW ISSUE—FULL BOOK ENTRY
BANK QUALIFIED

RATINGS:
S&P: "AAA" (negative outlook) (AGM-insured)
S&P: "A+" (Underlying)
(See "RATINGS" herein)

Subject to compliance by the Authority and the City with certain covenants, in the opinion of Quint &Thimmig LLP, San Francisco, California, Bond Counsel, interest on the Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes and (ii) is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended (the "Code"), but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the further opinion of Special Counsel, the Bonds are "qualified tax-exempt obligations" under section 265(b)(3) of the Code. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein for a more complete discussion.

$7,500,000
McFarland Public Financing Authority
(Kern County, California)
Revenue Bonds, 2010 Series A
(Water and Wastewater Financing Projects)

Dated: Date of Delivery **Due: October 1, as shown below**

The $7,500,000 McFarland Public Financing Authority Revenue Bonds, 2010 Series A (Water and Wastewater Financing Projects) (the "Bonds"), will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases of Bonds will be made in book-entry form only, in denominations of $5,000 or any integral multiple thereof. Purchasers of Bonds will not receive certificates representing their interest in the Bonds purchased but will receive a credit balance in the records of DTC. Principal of, premium, if any, and interest on the Bonds are payable directly to DTC by Union Bank, N.A., Los Angeles, California, as trustee (the "Trustee"). Principal is payable on the dates set forth below. Interest is payable semiannually on each April 1 and October 1, commencing April 1, 2011. Upon receipt of payments of principal of, premium, if any, and interest on the Bonds, DTC is obligated in turn to remit such principal, premium, if any, and interest to the DTC Participants (as defined herein) for subsequent disbursement to purchasers of the Bonds, as described herein.

The Bonds are subject to optional and mandatory redemption prior to maturity. See "THE BONDS—Redemption" herein.

The Bonds are special obligations of the McFarland Public Financing Authority (the "Authority") payable from the revenues pledged under the Indenture of Trust, dated as of October 1, 2010, by and between the Authority and the Trustee, consisting primarily of installment payments (the "Water Installment Payments") to be made by the City of McFarland (the "City") under an installment sale agreement, dated as of October 1, 2010, by and between the Authority and the City (the "Water Installment Sale Agreement"), and installment payments (the "Wastewater Installment Payments") to be made by the City under an installment sale agreement, dated as of October 1, 2010, by and between the Authority and the City (the "Wastewater Installment Sale Agreement"). The Water Installment Payments are secured by a pledge of and lien on the net revenues of the City's municipal water enterprise (the "Water System"). The Wastewater Installment Payments are secured by a pledge of and lien on the net revenues of the City's municipal wastewater enterprise (the "Wastewater System"). The Bonds are being issued to (a) finance the 2010 Water Project (as defined herein), (b) finance the 2010 Wastewater Project (as defined herein), (c) provide for the refunding of the City's outstanding $1,370,000 Certificates of Participation (2001 Sewer System Financing Project), of which $750,000 is currently outstanding, (d) fund a reserve fund for the Bonds, and (e) pay the costs of issuance of the Bonds.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by ASSURED GUARANTY MUNICIPAL CORP. (formerly known as Financial Security Assurance Inc.).

ASSURED GUARANTY MUNICIPAL

Neither the Bonds nor the obligation of the City to make the Water Installment Payments or the Wastewater Installment Payments constitutes an obligation of the City or the Authority for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The Authority has no taxing power. Neither the Bonds nor the obligation of the City to make Water Installment Payments under the Water Installment Sale Agreement or to make Wastewater Installment Payments under the Wastewater Installment Sale Agreement constitutes a debt of the City, the County of Kern, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

MATURITY SCHEDULE

$1,785,000 Serial Bonds

CUSIP† Prefix: 580406

Maturity Date (October 1)	Principal Amount	Interest Rate	Price	CUSIP† Suffix	Maturity Date (October 1)	Principal Amount	Interest Rate	Price	CUSIP† Suffix
2011	$150,000	0.65%	100.000%	AA4	2017	$165,000	2.60%	100.000%	AG1
2012	150,000	1.15	100.000	AB2	2018	165,000	2.85	100.000	AH9
2013	150,000	1.35	100.000	AC0	2019	170,000	3.05	100.000	AJ5
2014	155,000	1.65	100.000	AD8	2020	180,000	3.35	100.000	AK2
2015	155,000	2.00	100.000	AE6	2021	185,000	3.55	100.000	AL0
2016	160,000	2.35	100.000	AF3					

$600,000 4.25% Term Bonds Maturing October 1, 2024; Price: 100%—CUSIP: 580406 AM8†

$5,115,000 5.00% Term Bonds Maturing October 1, 2040; Price: 100%—CUSIP: 580406 AP1†

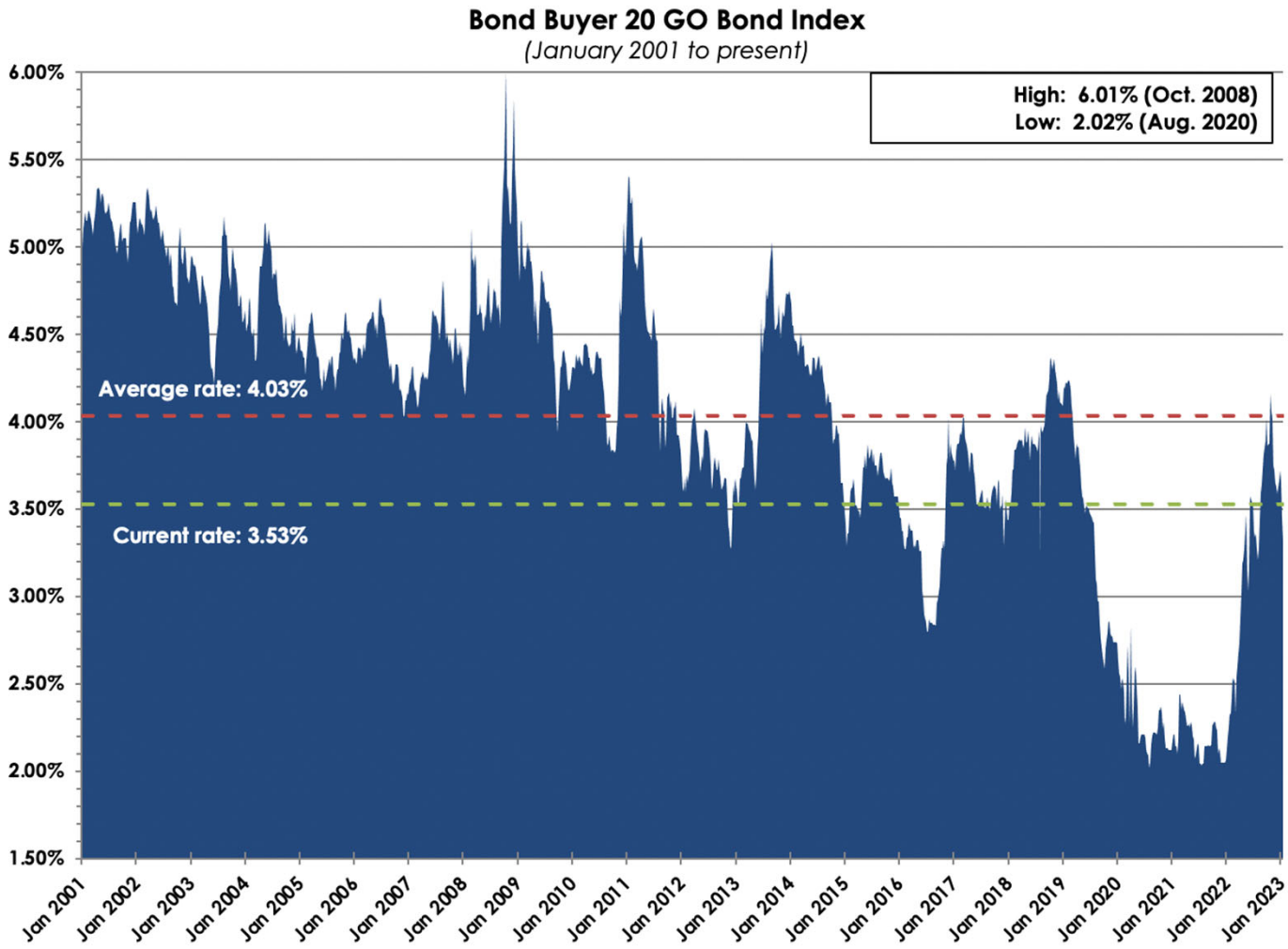
This cover page contains information for general reference only. It is not a summary of this issue. Potential purchasers of the Bonds are advised to read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Quint & Thimmig LLP, San Francisco, California, Bond Counsel. Certain disclosure matters will be passed upon for the Authority and the City by Quint & Thimmig LLP, San Francisco, California, Disclosure Counsel. Certain matters will be passed upon for the Authority and the City by Thomas F. Schroeter, Esq., Bakersfield, California, City Attorney. It is expected that the Bonds, in book-entry form, will be available for delivery on or about October 7, 2010.

Interest Rate Environment

Interest rates are still below their long-term average

City of McFarland

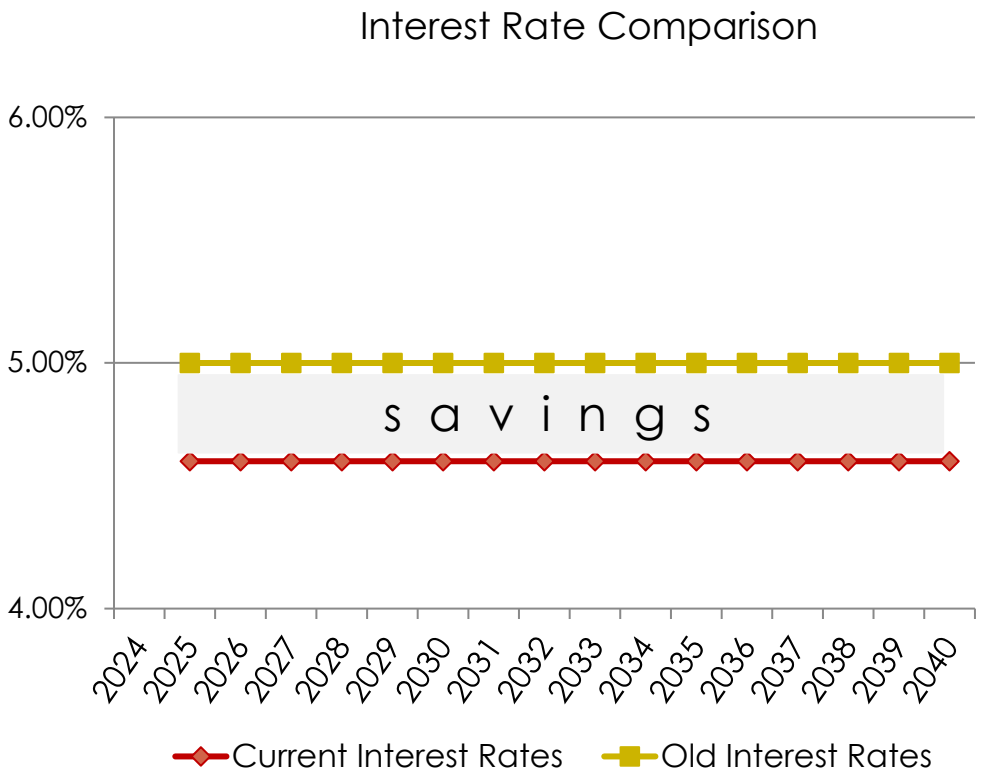


Comparing Interest Rates

Current rates are lower than previous bonds

City of McFarland

- Interest rates on the 2010 Bonds are 5.00%
- Interest rates on the 2023 refunding bonds are estimated to be 4.60%
- This spread in interest rates is what generates the savings to the City



2023 Refunding Savings

2010 Revenue Bonds Savings Analysis

City of McFarland

- Based on current interest rates, the City would save over $661,000 in total savings, net of all estimated issuance expenses, by refunding the 2010 Revenue Bonds.
- The industry accepted threshold for present value savings is a minimum of 3.00%. Based on current interest rates, the refunding would generate present value savings over 5.0%.

Date (FYE)	*Existing Debt Service*	*2023 Refunding Debt Service*	*Savings*
Jun 2024	$468,925	$429,421	$39,504
Jun 2025	470,213	430,660	39,553
Jun 2026	465,375	425,701	39,674
Jun 2027	464,375	424,420	39,955
Jun 2028	467,750	427,610	40,140
Jun 2029	465,500	426,248	39,252
Jun 2030	462,750	423,449	39,301
Jun 2031	464,375	425,121	39,254
Jun 2032	465,250	425,172	40,078
Jun 2033	465,375	425,602	39,773
Jun 2034	464,750	425,388	39,362
Jun 2035	463,375	423,553	39,822
Jun 2036	461,250	421,120	40,130
Jun 2037	463,250	423,951	39,299
Jun 2038	464,250	423,954	40,296
Jun 2039	464,250	424,152	40,098
Jun 2040	449,824	423,522	26,302
TOTAL	**$7,890,837**	**$7,229,044**	**$661,793**

Next Steps

Timeline – 2023 Refunding

Proposed Financing Schedule

City of McFarland

May 2023						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday's highlighted in yellow

Legend

City – McFarland
FA – Isom Advisors
BC – Stradling
PA – Oppenheimer
PUR – TBD
County – Kern

Date	Action	Responsible Party
May 1	Distribute timeline, term sheet and distribution list	FA
	Distribute drafts of financing team Resolution and debt management policy	BC
May 3	Distribute Request for Bids to purchase Refunding Bonds	PA
May 5	Comments due on draft documents	All
	City Council agenda deadline	City/BC
May 11	City Council meeting to approve financing team for potential refunding and debt management policy	City/FA/BC
May 15	District drafts of Resolution approving Refunding Bonds and supporting legal documents	BC
	Comments due on draft documents	All
May 17	Receive Term Sheet for Refunding Bonds	PA/FA
May 18 – June 2	Finalize closing and legal documents; sign purchase contract *(if applicable)*	BC
June 2	City Council agenda deadline	City/BC
June 8	City Council meeting to approve refunding bonds and supporting legal documents	City
June 15	Close Refunding Bonds transaction; send 30-day refunding notice	All
July 15	2010 Bonds redeemed	--

Preliminary; Subject to change.

Regulatory Disclosure

Disclosure of Conflicts of Interest and Legal or Disciplinary Events. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Isom Advisors, a Division of Urban Futures, Inc. ("Isom") and its associated persons.

Conflicts of Interest. Compensation. Isom represents that in connection with the issuance of municipal securities, Isom may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair Isom's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding Isom's ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Isom's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships. Isom serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom could potentially face a conflict of interest arising from these competing client interests. Isom fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If Isom becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

Legal or Disciplinary Events. Isom does not have any legal events or disciplinary history on Isom's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom, Isom will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom, its management and personnel.

MOSQUITO BIOLOGY AND MANAGEMENT

DELANO MOSQUITO ABATEMENT DISTRICT

11281 GARZOLI AVE, DELANO, CA 93215

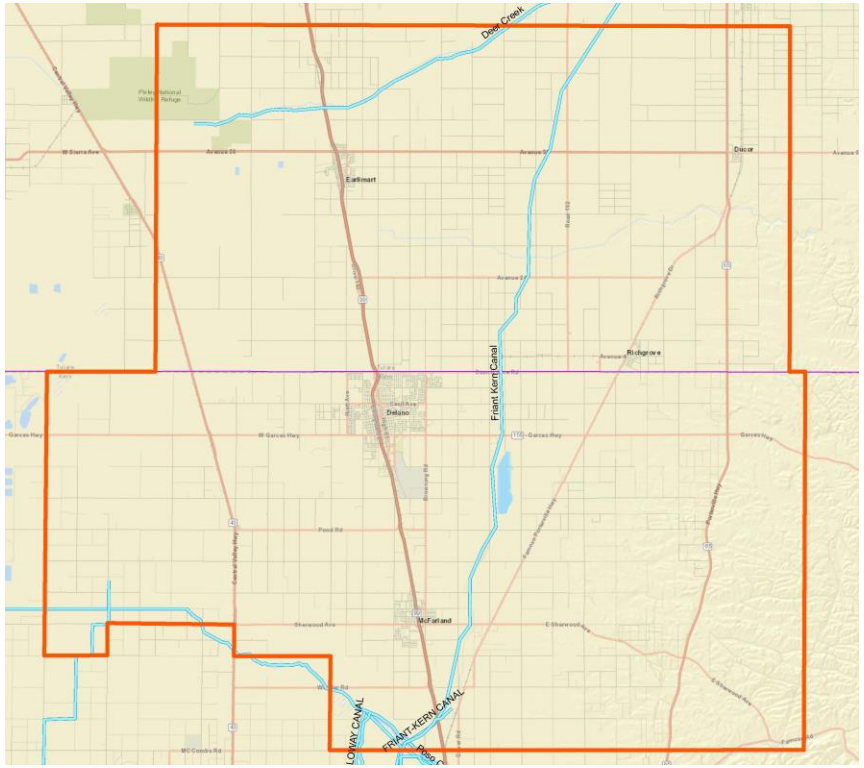




DISTRICT MISSION



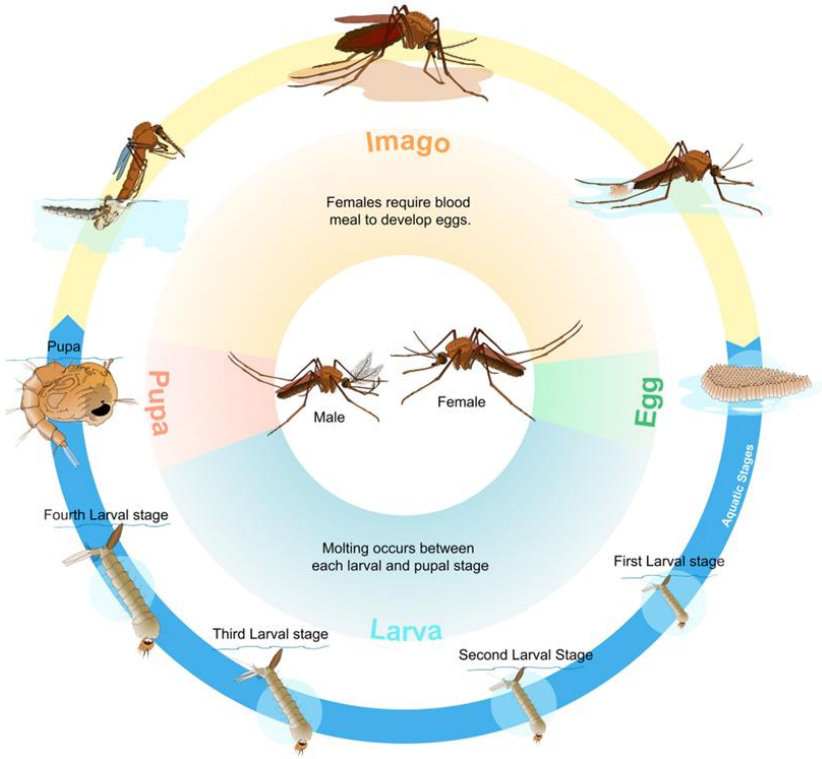
- The mission of the Delano Mosquito Abatement District is to improve the quality of life for its residents by safely and reliably suppressing mosquitoes and the diseases they carry through surveillance, source reduction, public education and control measures.
- Inspect, control and reduce numbers of mosquitoes
- In doing so, reduce the numbers of mosquito transmitted diseases
- Gather data on mosquito species and circulating mosquito viruses from year to year
- Provide education to the public on mosquitoes and source reduction



MOSQUITO LIFE CYCLE

A mosquito has 4 distinct developmental stages within its life cycle (complete metamorphosis)

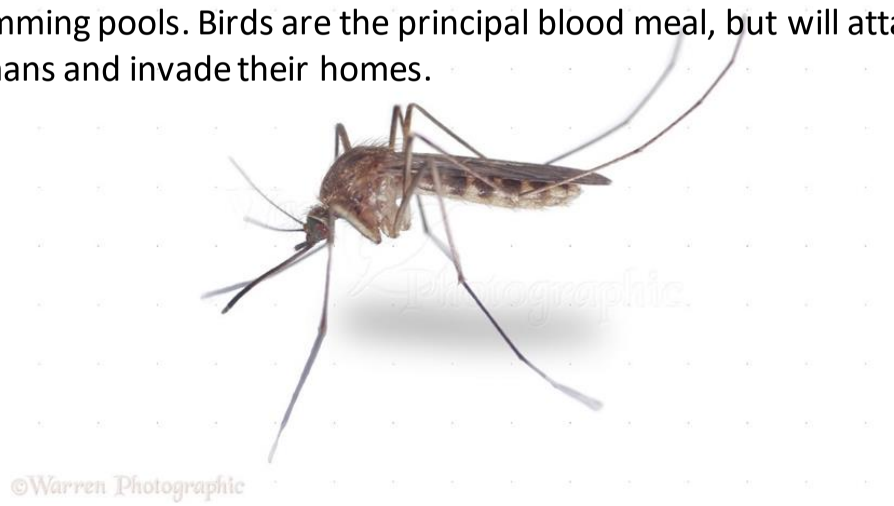
- Duration of each stage
  - Egg stage: 1 – 4 days / Aquatic
  - Larva stage: 7 days / Aquatic, Filter feeds on microorganism and organic matters
  - Pupa stage: 2 – 3 days / Aquatic, non-feeding stage
  - Adult stage: 10 – 14 days / Terrestrial



COMMONLY FOUND MOSQUITO IN DISTRICT

Culex quinquifasciatus (Southern House Mosquito)

- *Culex quinquefasciatus* is a major vector of West Nile virus (WNV) and can vector Saint Louis encephalitis (SLE), and the western equine encephalomyelitis (WEE).
- Usually found in artificial containers, storm drains, wastewater ponds, sumps, septic tanks, fountains, birdbaths, and un-maintained swimming pools. Birds are the principal blood meal, but will attack humans and invade their homes.



https://www.warrenphotographic.co.uk/

Culex tarsalis (Western Encephalitis Mosquito)

- *Culex tarsalis* is the primary vector of West Nile virus (WNV), Saint Louis encephalitis (SLE), and the western equine encephalomyelitis (WEE)
- *Culex tarsalis* breeds in a variety of aquatic habitats ranging from clean to polluted water sources including, but not limited to flooded agricultural lands, ditches, man-made containers, ponds, and urban sources.



https://bugguide.net/

URBAN BREEDING SOURCES

Any natural or man-made container that can hold water will be used by mosquitoes to breed in

















Rural Breeding Sources

- Irrigated fields such as grape, almond, pistachio, alfalfa and orange fields are common places to find mosquitoes breeding in our district
- Detention ponds, percolation ponds, stand pipes, and dairy lagoons are also known to be common breeding sites for mosquitoes









HOW TO PREVENT MOSQUITO BREEDING

- Mosquitos rely on stagnant water to lay their eggs and complete their life cycle.
  - Clean and flush out rain gutters, backyard drains and replace water in pet bowls every 2-3 days to keep clean.
  - Built in and above ground swimming pools must be kept clean with pool chemicals or dry.
- Keep yard clean and free of items and objects like old tires, containers, bottles, cups, or tarps with pooling water. This can dramatically reduce the chances of breeding mosquitoes in and around a household.
  - Simply flipping over, draining or removing any container or object that have collected water and has remained stagnant/dirty such as potted plant saucers, bird baths, ornamental fountains, buckets, tin cans and discarded tires can help reduce mosquito numbers as it denies mosquitoes a place to lay their eggs.
- Cut back on over watering. Proper irrigation practices is a good way to help reduce the number of mosquito sources. Repair water line or sprinkler leaks.
- Ornamental ponds can be stocked with mosquitofish to help eat mosquito larvae.

HOW TO PROTECT YOURSELF

- DUSK and DAWN: Stay inside if possible. Mosquitoes are most active during dusk and dawn.
- DRESS in long-sleeve shirts and pants, socks and shoes when outside.

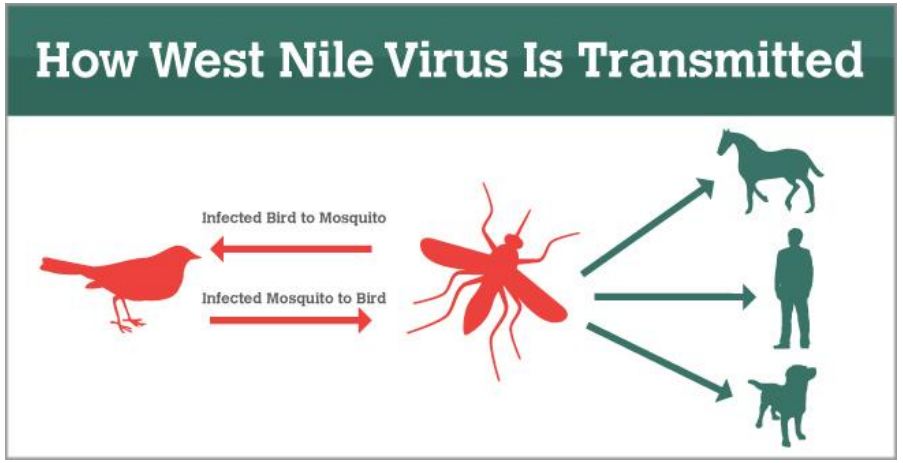


- DRAIN standing water in your yard, under potted plants, in bird baths, ornamental fountains, buckets, tin cans and discarded tires. Check your rain gutters to make sure they are not holding water, and clean pet water-dishes weekly.
- DEFENSE: Be sure your home's window and door screens are in good repair to prevent mosquitoes from coming inside. Use mosquito repellent when outside during peak mosquito hours.

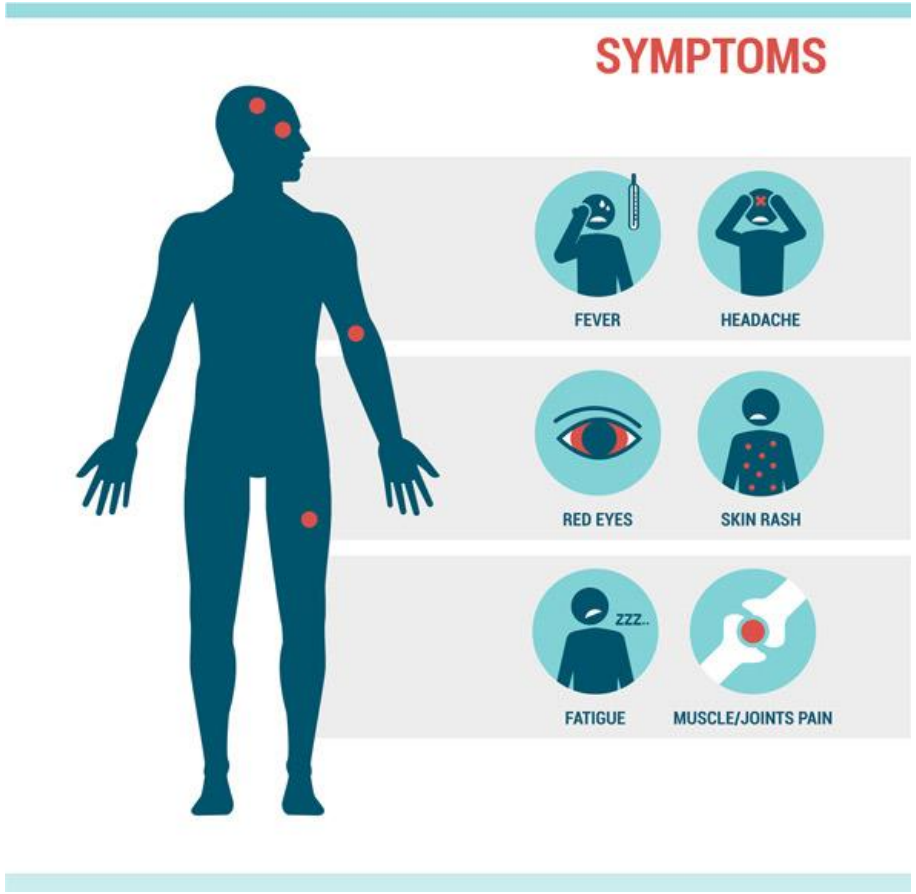
PREVALENT MOSQUITO DISEASES

- West Nile Virus (WNV)
  - Natural reservoir are birds
  - Main mosquito vectors are *Culex quinquefasciatus* (Souther House Mosquito) and *Culex tarsalis* (Western Encephelitis Mosquito)
  - Most cases of West Nile Virus involve mild symptoms: 5 -15 days for symptoms to develop
  - Mild symptoms can include headaches, body aches, skin rash and a fever; flu like symptoms
  - Virus is more prominently dangerous to young children, the elderly and those with compromised immune system
- WNV and SLE Severe Symptoms
  - Stiff Neck, Disorientation, Confusion, Dizziness, Tremors, Unsteadiness, Coma, Paralysis and Death

- Saint Louis Encephalitis (SLE)
  - Natural reservoir are birds
  - Main mosquito vector is *Culex tarsalis* (Western Encephelitis Mosquito)
  - Most cases of SLE are mild: 5 – 15 days for symptoms to develop
  - Mild symptoms can include headaches, body aches, skin rash and a fever; flu like symptoms
  - Most dangerous in young children, elderly and those with a compromised immune system



MOSQUITO-BORNE DISEASES: EMERGING THREATS



- Zika virus
  - microcephaly
- Chikungunya
- Dengue fever
  - “break bone fever”
- Yellow fever
  - Hepatomegaly
  - Jaundice

NON-NATIVE *AEDES AEGYPTI* MOSQUITO











- Small black and white with white lyre shape on thorax
- Aggressive day biter (ankles and elbows)
- Man-made container breeder
- Require as little as one tablespoon of standing water (size of bottle cap) to breed

AEDES AEGYPTI COMMON BREEDING SOURCES















DISTRICT 2023 WALS PLAN

McFarland
CALIFORNIA

- District plans to study Wide Arear Larvicide Spray (WALS) treatment in City of McFarland in 2023 to help suppress invasive *Aedes aegypti* mosquitoes
- 2023 WALS program and data collection will be dependent on:
  - Staffing (available Mosquito Technicians, Biologist, etc),
  - Weather
  - Detection and activity of West Nile, Saint Louis Encephalitis, Western Equine Encephalitis Virus
- Same study was done in Delano 2022 with good suppression results in selected neighborhood

WHAT IS A "WIDE-AREA LARVICIDE SPRAY (WALS)" TREATMENT?



Source:
MOA WALS -
Valent BioSciences
Co-Innovation

A1 SUPER DUTY MIST BLOWER

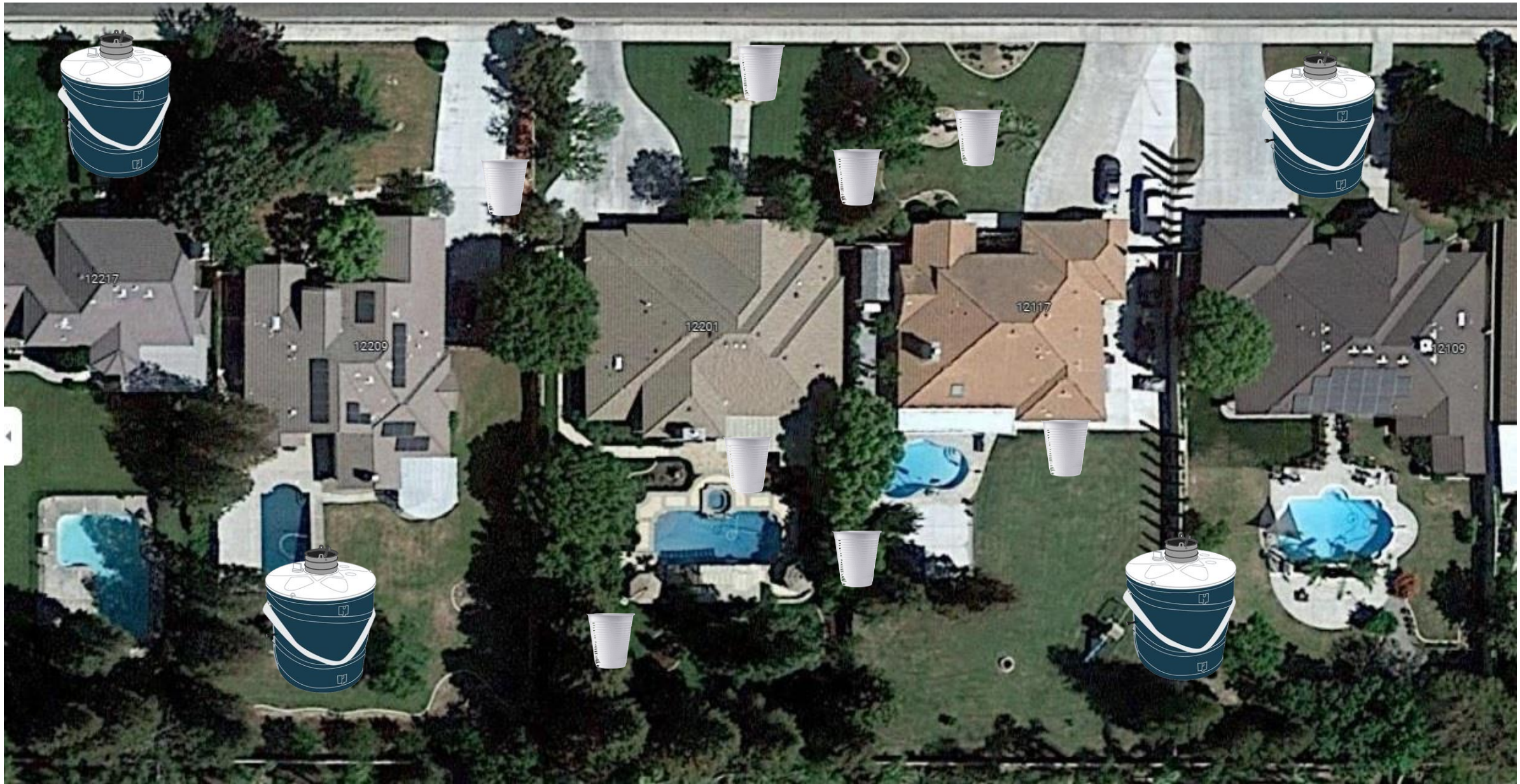




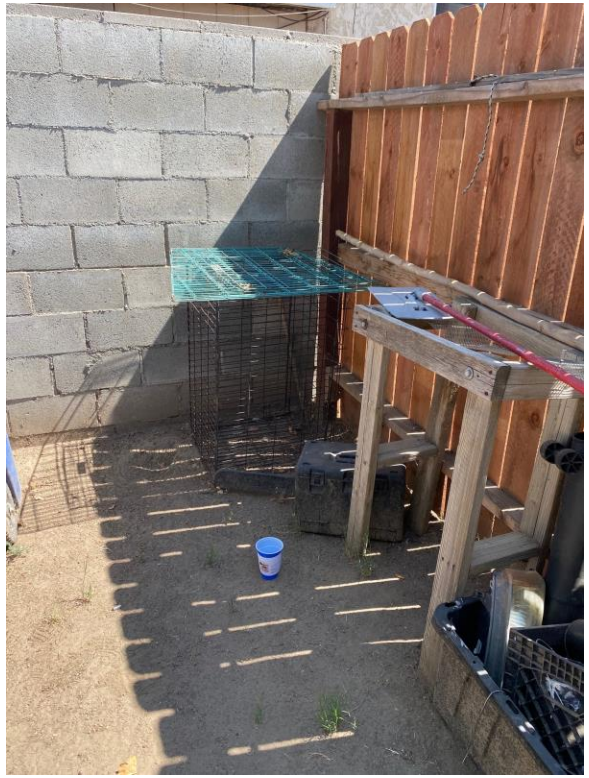


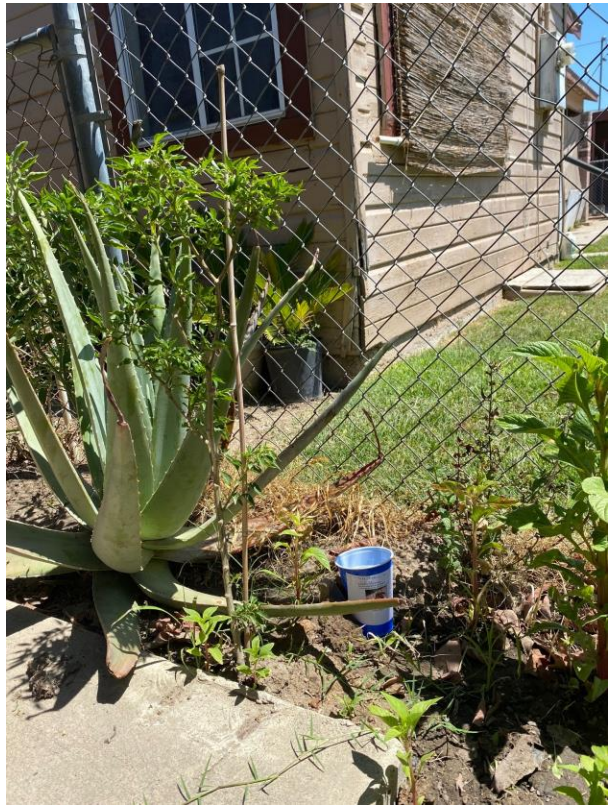
Delano MAD
A1 Super Duty Mist Blower In Action

LABORATORY: ADULT MOSQUITO ABUNDANCE AND LARVAL BIOASSAYS



BIOASSAY CUP PLACEMENTS





Open bioassay cup placements



Covered bioassay cup placement

OATH OR AFFIRMATION OF ALLEGIANCE
POLICE OFFICER

State of California
County of Kern
City of McFarland

The Execution of this Oath is required by Article XX, Section 3, of the Constitution of the State of California.

I, Kenneth Muller, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me
This 13th day of April 2023

Kenneth Muller

Kenneth, Muller Police Officer

Brian Knox, Interim Chief of Police

Francisca Alvarado, City Clerk

City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 4/19/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADS, Inc. - ADS, Inc.					
ADS, Inc.	INV 0163748	04/19/2023	INV 0163748 Service Console	01-150-52200-0000-1	41.40
				Vendor ADS, Inc. - ADS, Inc. Total:	**41.40**
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0023633	04/20/2023	American Fidelity Accident 2* P...	30-22800-0000-1	27.45
American Fidelity	INV0023633	04/20/2023	American Fidelity Accident 2* P...	34-22800-0000-1	15.41
American Fidelity	INV0023634	04/20/2023	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0023634	04/20/2023	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0023635	04/20/2023	American Fidelity - Disability In...	01-22700-0000-1	46.63
American Fidelity	INV0023635	04/20/2023	American Fidelity - Disability In...	30-22700-0000-1	87.62
American Fidelity	INV0023635	04/20/2023	American Fidelity - Disability In...	31-22700-0000-1	9.89
American Fidelity	INV0023635	04/20/2023	American Fidelity - Disability In...	32-22700-0000-1	44.80
American Fidelity	INV0023635	04/20/2023	American Fidelity - Disability In...	34-22700-0000-1	30.76
American Fidelity	INV0023636	04/20/2023	Health FSA	01-22600-0000-1	60.59
American Fidelity	INV0023636	04/20/2023	Health FSA	30-22600-0000-1	83.09
American Fidelity	INV0023636	04/20/2023	Health FSA	31-22600-0000-1	50.20
American Fidelity	INV0023636	04/20/2023	Health FSA	32-22600-0000-1	108.03
American Fidelity	INV0023637	04/20/2023	Life 1	01-22900-0000-1	26.11
American Fidelity	INV0023637	04/20/2023	Life 1	30-22900-0000-1	54.92
American Fidelity	INV0023637	04/20/2023	Life 1	31-22900-0000-1	10.40
American Fidelity	INV0023637	04/20/2023	Life 1	32-22900-0000-1	24.24
American Fidelity	INV0023637	04/20/2023	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0023638	04/20/2023	Life 2	30-22900-0000-1	20.54
American Fidelity	INV0023638	04/20/2023	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0023658	04/20/2023	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0023659	04/20/2023	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0023660	04/20/2023	Cancer 1 American Fidelity	01-22950-0000-1	0.88
American Fidelity	INV0023660	04/20/2023	Cancer 1 American Fidelity	30-22950-0000-1	2.61
American Fidelity	INV0023660	04/20/2023	Cancer 1 American Fidelity	31-22950-0000-1	2.61
American Fidelity	INV0023660	04/20/2023	Cancer 1 American Fidelity	32-22950-0000-1	2.61
American Fidelity	INV0023661	04/20/2023	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
American Fidelity	INV0023662	04/20/2023	Cancer 2* - American Fidelity Pr...	34-22950-0000-1	16.65
American Fidelity	INV0023672	04/20/2023	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0023673	04/20/2023	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0023674	04/20/2023	American Fidelity - Disability In...	01-22700-0000-1	227.63
American Fidelity	INV0023675	04/20/2023	Life 1	01-22900-0000-1	97.83
American Fidelity	INV0023676	04/20/2023	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0023686	04/20/2023	Cancer 1 American Fidelity	01-22950-0000-1	13.53
				Vendor American Fidelity - American Fidelity Total:	**1,221.76**
Vendor: Stalker Radar - Applied Concepts Inc					
Applied Concepts Inc	INV0023733	04/26/2023	Quote:2068285 Lidar Units	26-110-53100-8550-1	3,081.68
				Vendor Stalker Radar - Applied Concepts Inc Total:	**3,081.68**
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-105-57800-0000-1	104.33
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-110-57800-0000-1	27.63
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-115-57800-0000-1	25.95
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-140-57800-0000-1	18.61
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-155-57800-0000-1	18.61
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-160-57800-0000-1	18.61
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-165-57800-0000-1	69.16
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	01-175-57800-0000-1	18.61
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	30-500-57800-0000-1	164.21
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	31-505-57800-0000-1	8.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
At&t Mobility	287237972024 04112023	04/19/2023	287237972024 04112023	32-510-57800-0000-1	164.25
At&t Mobility	INV 287304246558 04102023	04/19/2023	INV 287304246558 04102023	01-180-57800-0000-1	89.90
At&t Mobility	INV 287304246558 04102023	04/19/2023	INV 287304246558 04102023	30-500-57800-0000-1	94.92
At&t Mobility	INV 287304246558 04102023	04/19/2023	INV 287304246558 04102023	32-510-57800-0000-1	89.90
At&t Mobility	INV 287304246558 04102023	04/19/2023	INV 287304246558 04102023	34-520-57800-0000-1	44.95
				Vendor At&t Mobility - At&t Mobility Total:	**958.29**
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 6270633271	04/25/2023	INV 6270633271 Reefrsh Dffsr Q..	30-500-56600-0000-1	143.82
				Vendor Auto Zone - Auto Zone Total:	**143.82**
Vendor: Best Digital Solutio - Best Digital Solutions, LLC					
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	30-500-52200-0000-1	232.21
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	30-500-55600-0000-1	587.58
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	31-505-52200-0000-1	232.21
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	31-505-55600-0000-1	587.58
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	32-510-52200-0000-1	232.90
Best Digital Solutions, LLC	INV 1125	04/26/2023	INV 1125 April 2023	32-510-55600-0000-1	589.35
				Vendor Best Digital Solutio - Best Digital Solutions, LLC Total:	**2,461.83**
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 23-092	04/18/2023	INV 23-092 2nd St Landscape &...	25-000-52960-8290-1	935.00
BHT Engineering, Inc.	INV 23-095	04/18/2023	INV 23-095 Ebell St. Woodruff t...	25-000-52960-2303-1	645.00
BHT Engineering, Inc.	INV 23-096	04/18/2023	INV 23-096 San Juan St.Sherwo...	25-000-52960-2305-1	550.00
BHT Engineering, Inc.	INV 23-093	04/19/2023	INV 23-093 HSIP Cycle 10-Vario...	25-000-52960-8280-1	1,712.50
BHT Engineering, Inc.	INV 23-094	04/19/2023	INV 23-094 Transit Station@ In...	34-520-52910-8410-1	4,390.00
BHT Engineering, Inc.	INV 23-097	04/19/2023	INV 23-097 Overpasses-Overlay...	25-000-52960-2318-1	800.00
BHT Engineering, Inc.	INV 22-098	04/25/2023	INV 22-098 New C&G at Kern &...	25-000-52960-8280-1	1,320.00
				Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:	**10,352.50**
Vendor: B-Line - B-Line Sales Inc.					
B-Line Sales Inc.	INV 32216	04/26/2023	INV 32216 Tube & Pump Chemi...	32-510-57400-0000-1	887.06
B-Line Sales Inc.	INV 32221	04/26/2023	INV 32221 Diaphragm Q.1 -W D...	32-510-57400-0000-1	132.99
				Vendor B-Line - B-Line Sales Inc. Total:	**1,020.05**
Vendor: CA Department of Jus - CA Department of Justice					
CA Department of Justice	Inv 642724	04/18/2023	Inv. 642724 Live Scan - Non Dep...	01-130-56000-0000-1	32.00
CA Department of Justice	Inv 642724	04/18/2023	Inv. 642724 Live Scan - MPD	01-150-56000-0000-1	66.00
CA Department of Justice	Inv 642724	04/18/2023	Inv. 642724 - Live Scan - Public...	32-510-56000-0000-1	32.00
CA Department of Justice	Inv 649146	04/18/2023	Inv. 649146 - Live Scan - Finance	01-115-56000-0000-1	32.00
CA Department of Justice	Inv 649146	04/18/2023	Inv. 649146 Live Scan - Non Dep...	01-130-56000-0000-1	49.00
CA Department of Justice	Inv 649146	04/18/2023	Inv. 649146 Live Scan - MPD	01-150-56000-0000-1	32.00
				Vendor CA Department of Jus - CA Department of Justice Total:	**243.00**
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	INV0000136	04/25/2023	INV0000136	26-110-53100-8550-1	400.00
				Vendor CALCLEAN - Cal Clean LLC Total:	**400.00**
Vendor: California Building - California Building					
California Building	INV0023619	04/19/2023	BSASRF Fee Report 1/01/2023 t...	01-160-41500-0000-1	277.20
				Vendor California Building - California Building Total:	**277.20**
Vendor: CA DCSS - California Dept of Child Support Services					
California Dept of Child Support...	INV0023685	04/20/2023	CA Dept Child Support Services	01-22350-0000-1	369.23
				Vendor CA DCSS - California Dept of Child Support Services Total:	**369.23**
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 84100	04/18/2023	INV 84100 Professional Services...	30-500-52200-0000-1	405.00
Cannon Corporation	INV 84137	04/18/2023	INV 84137 SRF & On-Call Wast...	30-500-56000-7820-1	389.25
Cannon Corporation	INV 84138	04/19/2023	INV 84138 Sewer Management ...	30-500-52200-0000-1	4,151.75
				Vendor Cannon - Cannon Corporation Total:	**4,946.00**
Vendor: CARLTON HENDERSON - CARLTON HENDERSON					
CARLTON HENDERSON	INV0023735	04/26/2023	Reimbursement McFarland USA...	01-24600-8207-1	2,500.00
				Vendor CARLTON HENDERSON - CARLTON HENDERSON Total:	**2,500.00**
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4152552027	04/18/2023	INV 4152552027 Garment Repo...	01-180-51800-0000-1	67.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Cintas Corporation No.3	INV 4152552027	04/18/2023	INV 4152552027 Garment Repo...	20-200-51800-0000-1	12.41
Cintas Corporation No.3	INV 4152552027	04/18/2023	INV 4152552027 Garment Repo...	30-500-51800-0000-1	46.86
Cintas Corporation No.3	INV 4152552027	04/18/2023	INV 4152552027 Garment Repo...	32-510-51800-0000-1	14.85
Cintas Corporation No.3	INV 4153280736	04/26/2023	INV 4153280736 Garment Repo...	01-180-51800-0000-1	67.32
Cintas Corporation No.3	INV 4153280736	04/26/2023	INV 4153280736 Garment Repo...	20-200-51800-0000-1	12.41
Cintas Corporation No.3	INV 4153280736	04/26/2023	INV 4153280736 Garment Repo...	30-500-51800-0000-1	46.86
Cintas Corporation No.3	INV 4153280736	04/26/2023	INV 4153280736 Garment Repo...	32-510-51800-0000-1	14.85
				Vendor Cintas - Cintas Corporation No.3 Total:	**282.88**
Vendor: Continental Labor Re - Continental Labor Resources, Inc.					
Continental Labor Resources, In...	INV 3002309	04/19/2023	INV 3002309 Lopez,Abitia, & Sor..	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3002309	04/19/2023	INV 3002309 Lopez,Abitia, & Sor..	32-510-52200-0000-1	2,201.60
Continental Labor Resources, In...	INV 3002857	04/19/2023	INV 3002857 Lopez, Abitia & Sor..	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3002857	04/19/2023	INV 3002857 Lopez, Abitia & Sor..	32-510-52200-0000-1	2,048.00
Continental Labor Resources, In...	INV 3002958	04/19/2023	INV 3002958 Lopez, Abitia & Sor..	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3002958	04/19/2023	INV 3002958 Lopez, Abitia & Sor..	32-510-52200-0000-1	2,048.00
Continental Labor Resources, In...	INV 3003261	04/19/2023	INV 3003261 Lopez, Abitia & Sor..	20-200-52200-0000-1	1,024.00
Continental Labor Resources, In...	INV 3003261	04/19/2023	INV 3003261 Lopez, Abitia & Sor..	32-510-52200-0000-1	2,048.00
Continental Labor Resources, In...	INV 3003629	04/26/2023	INV 3003629 Lopez, Abitia & Sor..	20-200-52200-0000-1	614.40
Continental Labor Resources, In...	INV 3003629	04/26/2023	INV 3003629 Lopez, Abitia & Sor..	32-510-52200-0000-1	2,048.00
				Vendor Continental Labor Re - Continental Labor Resources, Inc. Total:	**15,104.00**
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Servic...	INV79256562	04/25/2023	INV79256562	01-150-52200-0000-1	112.61
De Lage Landen Financial Servic...	INV79527052	04/25/2023	INV79527052	01-150-52200-0000-1	119.30
				Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:	**231.91**
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	INV 23-00337	04/25/2023	INV 23-00337 SRF Grant App Pr...	32-510-56000-0000-1	339.00
Dee Jaspar & Associates, Inc	INV 20-05028	04/26/2023	INV 22-05028 Operation & Mai...	32-510-56000-0000-1	301.15
Dee Jaspar & Associates, Inc	INV 22-05029	04/26/2023	INV 22-05029 123TCP Professio...	32-510-56000-0000-1	221.50
				Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:	**861.65**
Vendor: Dep. of Conservation - Department of Conservation					
Department of Conservation	INV0023618	04/19/2023	SMI 01/2023-03/2023	01-160-41500-0000-1	791.12
				Vendor Dep. of Conservation - Department of Conservation Total:	**791.12**
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV 28233206	04/19/2023	INV 28233206	32-510-58000-0000-1	6,268.81
				Vendor DOM Solar - DOM Solar Lessor LTD. Total:	**6,268.81**
Vendor: EDD - EDD					
EDD	INV0023624	04/20/2023	SDI - State Disability Insurance	01-22200-0000-1	38.62
EDD	INV0023665	04/20/2023	State Income Tax Withholding	01-22200-0000-1	732.97
EDD	INV0023665	04/20/2023	State Income Tax Withholding	20-22200-0000-1	1.72
EDD	INV0023665	04/20/2023	State Income Tax Withholding	30-22200-0000-1	515.56
EDD	INV0023665	04/20/2023	State Income Tax Withholding	31-22200-0000-1	231.44
EDD	INV0023665	04/20/2023	State Income Tax Withholding	32-22200-0000-1	351.54
EDD	INV0023665	04/20/2023	State Income Tax Withholding	34-22200-0000-1	16.65
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	01-22200-0000-1	203.28
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	20-22200-0000-1	12.41
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	30-22200-0000-1	155.50
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	31-22200-0000-1	60.98
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	32-22200-0000-1	133.35
EDD	INV0023666	04/20/2023	SDI - State Disability Insurance	34-22200-0000-1	12.39
EDD	INV0023667	04/20/2023	State Unemployment Insurance	01-22250-0000-1	33.85
EDD	INV0023667	04/20/2023	State Unemployment Insurance	30-22250-0000-1	68.39
EDD	INV0023667	04/20/2023	State Unemployment Insurance	31-22250-0000-1	18.15
EDD	INV0023667	04/20/2023	State Unemployment Insurance	32-22250-0000-1	68.36
EDD	INV0023668	04/20/2023	Employment Training Tax	01-22275-0000-1	0.85
EDD	INV0023668	04/20/2023	Employment Training Tax	30-22275-0000-1	1.71
EDD	INV0023668	04/20/2023	Employment Training Tax	31-22275-0000-1	0.45
EDD	INV0023668	04/20/2023	Employment Training Tax	32-22275-0000-1	1.70
EDD	INV0023690	04/20/2023	State Income Tax Withholding	01-22200-0000-1	1,342.39

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0023690	04/20/2023	State Income Tax Withholding	30-22200-0000-1	2.04
EDD	INV0023690	04/20/2023	State Income Tax Withholding	32-22200-0000-1	2.05
EDD	INV0023691	04/20/2023	SDI - State Disability Insurance	01-22200-0000-1	509.52
EDD	INV0023691	04/20/2023	SDI - State Disability Insurance	30-22200-0000-1	1.31
EDD	INV0023691	04/20/2023	SDI - State Disability Insurance	32-22200-0000-1	1.32
EDD	INV0023692	04/20/2023	State Unemployment Insurance	01-22250-0000-1	70.01
EDD	INV0023693	04/20/2023	Employment Training Tax	01-22275-0000-1	1.75
EDD	INV0023698	04/21/2023	State Income Tax Withholding	01-22200-0000-1	1,560.69
EDD	INV0023699	04/21/2023	SDI - State Disability Insurance	01-22200-0000-1	180.00
EDD	CM0000347	04/26/2023	State Unemployment Insurance	01-22250-0000-1	-48.72
EDD	CM0000348	04/26/2023	State Unemployment Insurance	01-22250-0000-1	-48.99
EDD	CM0000349	04/26/2023	Employment Training Tax	01-22275-0000-1	-1.22
EDD	CM0000350	04/26/2023	Employment Training Tax	01-22275-0000-1	-1.22
EDD	INV0023738	04/27/2023	State Income Tax Withholding	01-22200-0000-1	727.83
EDD	INV0023739	04/27/2023	SDI - State Disability Insurance	01-22200-0000-1	90.00
				Vendor EDD - EDD Total:	**7,048.63**
Vendor: Edison - Edison					
Edison	INV0023695	04/19/2023	700539630040	01-180-58100-0000-1	1,575.95
Edison	INV0023695	04/19/2023	700326486684	01-180-58100-0000-1	58.93
Edison	INV0023695	04/19/2023	700457158822	01-180-58100-0000-1	148.90
Edison	INV0023695	04/19/2023	700091551977	01-180-58100-0000-1	13.46
Edison	INV0023695	04/19/2023	700599695773	01-180-58100-0000-1	150.52
Edison	INV0023695	04/19/2023	700669486061	01-180-58100-0000-1	759.39
Edison	INV0023695	04/19/2023	700494850594	30-500-58000-0000-1	94.08
Edison	INV0023695	04/19/2023	700468456995	32-510-58000-0000-1	9,387.40
				Vendor Edison - Edison Total:	**12,188.63**
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Payment ...	INV0023622	04/20/2023	Federal Income Tax Withholding	01-22050-0000-1	235.49
Electronic Federal Tax Payment ...	INV0023623	04/20/2023	Social Security	01-22100-0000-1	532.04
Electronic Federal Tax Payment ...	INV0023625	04/20/2023	Medicare	01-22150-0000-1	124.42
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	01-22050-0000-1	1,870.47
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	20-22050-0000-1	6.62
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	30-22050-0000-1	1,443.79
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	31-22050-0000-1	505.33
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	32-22050-0000-1	733.78
Electronic Federal Tax Payment ...	INV0023663	04/20/2023	Federal Income Tax Withholding	34-22050-0000-1	69.19
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	01-22100-0000-1	2,800.58
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	20-22100-0000-1	171.10
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	30-22100-0000-1	2,141.66
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	31-22100-0000-1	840.18
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	32-22100-0000-1	1,838.04
Electronic Federal Tax Payment ...	INV0023664	04/20/2023	Social Security	34-22100-0000-1	170.78
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	01-22150-0000-1	655.02
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	20-22150-0000-1	40.02
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	30-22150-0000-1	500.96
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	31-22150-0000-1	196.54
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	32-22150-0000-1	429.70
Electronic Federal Tax Payment ...	INV0023669	04/20/2023	Medicare	34-22150-0000-1	39.94
Electronic Federal Tax Payment ...	INV0023688	04/20/2023	Federal Income Tax Withholding	01-22050-0000-1	3,411.30
Electronic Federal Tax Payment ...	INV0023688	04/20/2023	Federal Income Tax Withholding	30-22050-0000-1	7.76
Electronic Federal Tax Payment ...	INV0023688	04/20/2023	Federal Income Tax Withholding	32-22050-0000-1	7.77
Electronic Federal Tax Payment ...	INV0023689	04/20/2023	Social Security	01-22100-0000-1	7,020.50
Electronic Federal Tax Payment ...	INV0023689	04/20/2023	Social Security	30-22100-0000-1	18.12
Electronic Federal Tax Payment ...	INV0023689	04/20/2023	Social Security	32-22100-0000-1	18.12
Electronic Federal Tax Payment ...	INV0023694	04/20/2023	Medicare	01-22150-0000-1	1,641.90
Electronic Federal Tax Payment ...	INV0023694	04/20/2023	Medicare	30-22150-0000-1	4.24
Electronic Federal Tax Payment ...	INV0023694	04/20/2023	Medicare	32-22150-0000-1	4.24
Electronic Federal Tax Payment ...	INV0023696	04/21/2023	Federal Income Tax Withholding	01-22050-0000-1	3,392.31
Electronic Federal Tax Payment ...	INV0023697	04/21/2023	Social Security	01-22100-0000-1	2,480.00
Electronic Federal Tax Payment ...	INV0023700	04/21/2023	Medicare	01-22150-0000-1	580.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Payment ...	INV0023736	04/27/2023	Federal Income Tax Withholding	01-22050-0000-1	1,636.62
Electronic Federal Tax Payment ...	INV0023737	04/27/2023	Social Security	01-22100-0000-1	1,240.00
Electronic Federal Tax Payment ...	INV0023740	04/27/2023	Medicare	01-22150-0000-1	290.00
			Vendor EFTPS - Electronic Federal Tax Payment System Total:		**37,098.53**
Vendor: empowertrust - Empower Trust Company LLC					
Empower Trust Company LLC	INV0023632	04/20/2023	457 Employee Contribution	01-20800-0000-1	45.00
Empower Trust Company LLC	INV0023632	04/20/2023	457 Employee Contribution	30-20800-0000-1	135.00
Empower Trust Company LLC	INV0023632	04/20/2023	457 Employee Contribution	31-20800-0000-1	135.00
Empower Trust Company LLC	INV0023632	04/20/2023	457 Employee Contribution	32-20800-0000-1	135.00
			Vendor empowertrust - Empower Trust Company LLC Total:		**450.00**
Vendor: Fastlane Food Store - Fastlane Food Store					
Fastlane Food Store	INV 460146	04/26/2023	INV 460146 Vehicle #38 (09-14-...	01-150-54000-0000-1	45.83
			Vendor Fastlane Food Store - Fastlane Food Store Total:		**45.83**
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0023687	04/20/2023	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 6617920161 0621105	04/19/2023	INV 6617920161 0621105	01-150-57800-0000-1	241.38
Frontier California Inc.	INV 6617923391 0702095	04/19/2023	INV 6617923391 0702095	30-500-57800-0000-1	209.85
			Vendor Frontier - Frontier California Inc. Total:		**451.23**
Vendor: Kern Video Inspectio - GKM Investments LLC					
GKM Investments LLC	INV 916	04/25/2023	INV 916 City Video Inspection o...	30-500-56000-7820-1	1,100.00
			Vendor Kern Video Inspectio - GKM Investments LLC Total:		**1,100.00**
Vendor: gotocom - GoTo Communications Inc					
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-105-57800-0000-1	8.51
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-110-57800-0000-1	26.60
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-115-57800-0000-1	29.79
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-140-57800-0000-1	29.79
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-150-57800-0000-1	255.38
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-155-57800-0000-1	8.51
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-160-57800-0000-1	8.51
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-165-57800-0000-1	24.05
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-175-57800-0000-1	29.79
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	01-180-57800-0000-1	35.54
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	20-200-57800-0000-1	0.64
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	30-500-57800-0000-1	151.74
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	31-505-57800-0000-1	62.78
GoTo Communications Inc	INV0023620	04/19/2023	GoTo Monthly Billing	32-510-57800-0000-1	137.07
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-105-57800-0000-1	8.93
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-110-57800-0000-1	27.90
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-115-57800-0000-1	31.25
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-140-57800-0000-1	31.25
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-150-57800-0000-1	267.87
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-155-57800-0000-1	8.93
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-160-57800-0000-1	8.93
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-165-57800-0000-1	25.22
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-175-57800-0000-1	31.25
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	01-180-57800-0000-1	37.29
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	20-200-57800-0000-1	0.68
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	30-500-57800-0000-1	159.16
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	31-505-57800-0000-1	65.85
GoTo Communications Inc	INV0023621	04/19/2023	GoTo Monthly Billing	32-510-57800-0000-1	143.76
			Vendor gotocom - GoTo Communications Inc Total:		**1,656.97**
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-105-54000-0000-1	3.90
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-110-54000-0000-1	26.12
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-110-54000-0000-1	24.06
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-140-54000-0000-1	3.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-150-54000-0000-1	1,501.00
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-155-54000-0000-1	60.03
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-160-54000-0000-1	19.93
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-175-54000-0000-1	2.06
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	01-180-54000-0000-1	240.13
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	20-200-54000-0000-1	79.97
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	30-500-54000-0000-1	150.08
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	32-510-54000-0000-1	60.03
Gregs Petroleum	INV 373280	04/26/2023	INV 373280	34-520-54000-0000-1	120.06
				Vendor Gregs Petroleum - Gregs Petroleum Total:	**2,291.27**
Vendor: Haaker Equipment Co. - Haaker Equipment Co.					
Haaker Equipment Co.	INV W5A06	04/25/2023	INV W5A06I Various Issues w S...	01-180-56440-0000-1	1,754.59
				Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:	**1,754.59**
Vendor: HDL and Associates - Hinderliter, de Llamas & Associates					
Hinderliter, de Llamas & Associa..	INV SIN023407	04/25/2023	INV SIN023407	01-130-56000-0000-1	1,313.06
				Vendor HDL and Associates - Hinderliter, de Llamas & Associates Total:	**1,313.06**
Vendor: Home Depot - Home Depot					
Home Depot	INV0023731	04/26/2023	Auth Code 019358/3511729 Ec...	01-180-57400-0000-1	104.20
				Vendor Home Depot - Home Depot Total:	**104.20**
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	INV 47441	04/25/2023	INV 47441 Set Pumps E/S Rail R...	01-130-57400-2321-1	390.00
Irrigation Concepts	INV 47501	04/26/2023	INV 47501 Red Brushing SCH, N...	20-200-57400-0000-1	15.08
				Vendor Irrigation Concepts - Irrigation Concepts Total:	**405.08**
Vendor: Jacob Ozuna - JACOB OZUNA					
JACOB OZUNA	Inv 202318	04/25/2023	Inv 202318 DJ for McF USA 1/2...	01-24600-8207-1	350.00
				Vendor Jacob Ozuna - JACOB OZUNA Total:	**350.00**
Vendor: Joel Lopez - Joel Lopez					
Joel Lopez	INV 0060	04/19/2023	Inv 0060- McF USA Marathon- T...	01-24600-8207-1	400.00
				Vendor Joel Lopez - Joel Lopez Total:	**400.00**
Vendor: John Hancock - John Hancock					
John Hancock	INV0023629	04/20/2023	401K - Employer	01-20800-0000-1	1,217.65
John Hancock	INV0023629	04/20/2023	401K - Employer	30-20800-0000-1	1,208.66
John Hancock	INV0023629	04/20/2023	401K - Employer	31-20800-0000-1	566.53
John Hancock	INV0023629	04/20/2023	401K - Employer	32-20800-0000-1	1,039.06
John Hancock	INV0023630	04/20/2023	401K - Employee	01-20800-0000-1	405.59
John Hancock	INV0023630	04/20/2023	401K - Employee	20-20800-0000-1	78.62
John Hancock	INV0023630	04/20/2023	401K - Employee	30-20800-0000-1	304.91
John Hancock	INV0023630	04/20/2023	401K - Employee	31-20800-0000-1	213.40
John Hancock	INV0023630	04/20/2023	401K - Employee	32-20800-0000-1	383.17
John Hancock	INV0023631	04/20/2023	401K - Employer	20-20800-0000-1	131.04
John Hancock	INV0023639	04/20/2023	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0023640	04/20/2023	401K Loan 1	01-20800-0000-1	160.26
John Hancock	INV0023641	04/20/2023	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0023641	04/20/2023	401K Loan 2	30-20800-0000-1	15.85
John Hancock	INV0023641	04/20/2023	401K Loan 2	32-20800-0000-1	15.86
John Hancock	INV0023642	04/20/2023	401K Loan 2	01-20800-0000-1	182.65
John Hancock	INV0023643	04/20/2023	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0023643	04/20/2023	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0023643	04/20/2023	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0023644	04/20/2023	401K Loan 3	32-20800-0000-1	25.60
John Hancock	INV0023645	04/20/2023	401K Loan 3	34-20800-0000-1	100.00
John Hancock	INV0023646	04/20/2023	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0023647	04/20/2023	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0023648	04/20/2023	401K Loan 4	01-20800-0000-1	28.72
John Hancock	INV0023649	04/20/2023	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0023649	04/20/2023	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0023650	04/20/2023	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0023650	04/20/2023	401K Loan 4	20-20800-0000-1	1.58

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0023651	04/20/2023	401k Contribution	01-20800-0000-1	401.16
John Hancock	INV0023652	04/20/2023	401k Contribution	32-20800-0000-1	137.25
John Hancock	INV0023653	04/20/2023	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0023654	04/20/2023	401k Contribution	01-20800-0000-1	213.48
John Hancock	INV0023654	04/20/2023	401k Contribution	20-20800-0000-1	6.60
John Hancock	INV0023655	04/20/2023	401k Contribution	34-20800-0000-1	137.72
John Hancock	INV0023656	04/20/2023	401k Contribution	01-20800-0000-1	137.60
John Hancock	INV0023657	04/20/2023	401k Contribution	01-20800-0000-1	455.78
John Hancock	INV0023657	04/20/2023	401k Contribution	30-20800-0000-1	182.31
John Hancock	INV0023657	04/20/2023	401k Contribution	31-20800-0000-1	91.16
John Hancock	INV0023657	04/20/2023	401k Contribution	32-20800-0000-1	182.32
John Hancock	INV0023670	04/20/2023	401K - Employer	01-20800-0000-1	3,588.01
John Hancock	INV0023671	04/20/2023	401K - Employee	01-20800-0000-1	1,884.42
John Hancock	INV0023677	04/20/2023	401K Loan 1	01-20800-0000-1	138.52
John Hancock	INV0023678	04/20/2023	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0023679	04/20/2023	401k Contribution	01-20800-0000-1	171.92
John Hancock	INV0023680	04/20/2023	401k Contribution	01-20800-0000-1	311.41
John Hancock	INV0023681	04/20/2023	401k Contribution	01-20800-0000-1	303.24
John Hancock	INV0023682	04/20/2023	401k Contribution	01-20800-0000-1	239.75
John Hancock	INV0023683	04/20/2023	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0023684	04/20/2023	401k Contribution	01-20800-0000-1	251.92
				Vendor John Hancock - John Hancock Total:	**16,188.91**
Vendor: J's Automotive - J's Automotive					
J's Automotive	INV 13054	04/25/2023	INV 13054 K9 #19 03-06-23	01-150-56600-0000-1	182.00
J's Automotive	INV 13055	04/25/2023	INV 13055 #30 Crashed	01-150-56600-0000-1	182.00
J's Automotive	INV 9724	04/25/2023	INV 9724 Unit 31 P/S Pump Tail ...	01-150-56600-0000-1	309.54
				Vendor J's Automotive - J's Automotive Total:	**673.54**
Vendor: Kenneth D. Schmidt - Kenneth D. Schmidt					
Kenneth D. Schmidt	INV0023727	04/25/2023	Kenneth D. Schmist 3rd QTR 20...	30-500-52600-0000-1	1,550.72
Kenneth D. Schmidt	INV0023728	04/25/2023	2022 2nd Qrt Monitoring Report	30-500-52600-0000-1	1,570.61
Kenneth D. Schmidt	INV0023732	04/26/2023	4th Qrt & Annual 2022 WWTF ...	30-500-52600-0000-1	2,418.40
				Vendor Kenneth D. Schmidt - Kenneth D. Schmidt Total:	**5,539.73**
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	INV 103-1036390	04/19/2023	INV 103-954278 Credit Memo J...	01-180-56430-0000-1	-71.46
Kern Machinery	INV 103-1036390	04/19/2023	INV 103-1036390 Tractor Diagn...	01-180-56430-0000-1	3,071.45
				Vendor Kern Machinery - Kern Machinery Total:	**2,999.99**
Vendor: Magic Touch Car Wash - Magic Touch Car Wash					
Magic Touch Car Wash	INV 124	04/25/2023	INV 124 Fleet Jan. Feb. March 2...	01-150-52200-0000-1	513.00
				Vendor Magic Touch Car Wash - Magic Touch Car Wash Total:	**513.00**
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	INV0023616	04/18/2023	Translation & Interpreting Inv 0...	01-105-52200-0000-1	300.00
Mario Sanchez	INV0023730	04/26/2023	Translation & Interpreting Inv 0...	01-105-52200-0000-1	300.00
				Vendor Mario Sanchez - Mario Sanchez Total:	**600.00**
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 29003	04/19/2023	INV 29003 Fix flat Service Truck...	30-500-56410-0000-1	17.00
McFarland Tire	INV 28610	04/25/2023	INV 28610 Fix Flat	01-150-56600-0000-1	17.00
				Vendor McFarland Tire - McFarland Tire Total:	**34.00**
Vendor: Office Depot - Office Depot					
Office Depot	Inv 301762016001	04/18/2023	Inv. 301762016001 - Office Sup...	01-130-57200-0000-1	55.50
Office Depot	Inv 301762016001	04/18/2023	Inv. 301762016001 - Office Sup...	01-150-57200-0000-1	55.50
Office Depot	Inv 301762016001	04/18/2023	Inv. 301762016001 - Office Sup...	30-500-57200-0000-1	18.50
Office Depot	Inv 301762016001	04/18/2023	Inv. 301762016001 - Office Sup...	31-505-57200-0000-1	18.50
Office Depot	Inv 301762016001	04/18/2023	Inv. 301762016001 - Office Sup...	32-510-57200-0000-1	18.51
Office Depot	Inv 301906327001	04/18/2023	Inv. 301906327001 - Office Sup...	01-110-57200-0000-1	69.14
Office Depot	Inv 301934295001	04/18/2023	Inv. 301934295001 - Office Sup...	01-110-57200-0000-1	10.29
Office Depot	INV 301341339001	04/19/2023	INV 301341339001 Pressboard	01-150-57200-0000-1	95.47
Office Depot	INV 307443431001	04/19/2023	INV 307443431001	30-500-57200-0000-1	45.49
Office Depot	INV 307443431001	04/19/2023	INV 307443431001	31-505-57200-0000-1	45.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	INV 307443431001	04/19/2023	INV 307443431001	32-510-57200-0000-1	60.66
Office Depot	INV 300086210001	04/25/2023	INV 300086210001 Shredder	01-150-57200-0000-1	39.29
Office Depot	INV307443011001	04/25/2023	INV307443011001	30-500-57200-0000-1	77.92
Office Depot	INV307443011001	04/25/2023	INV307443011001	31-505-57200-0000-1	77.92
Office Depot	INV307443011001	04/25/2023	INV307443011001	32-510-57200-0000-1	103.90
				Vendor Office Depot - Office Depot Total:	**792.08**
Vendor: Pace Analytical Serv - Pace Analytical Services, LLC					
Pace Analytical Services, LLC	INV B464076	04/18/2023	INV B464076 Bacteriological-D...	32-510-58200-0000-1	130.32
Pace Analytical Services, LLC	INV B467274	04/18/2023	INV B467274 Bacteriological-D...	32-510-58200-0000-1	250.00
Pace Analytical Services, LLC	INV B468819	04/18/2023	INV B468819 Bacteriological-D...	32-510-58200-0000-1	250.00
Pace Analytical Services, LLC	INV B468820	04/18/2023	INV B468820 Bacteriological-D...	32-510-58200-0000-1	250.00
Pace Analytical Services, LLC	INV B468851	04/18/2023	INV B468851 Drinking Water-Ga..	32-510-58200-0000-1	250.00
Pace Analytical Services, LLC	INV B469744	04/18/2023	INV B469744 Bacteriological-D...	32-510-58200-0000-1	250.00
Pace Analytical Services, LLC	INV B470670	04/18/2023	INV B470670 Bacteriological-D...	32-510-58200-0000-1	352.20
Pace Analytical Services, LLC	INV B470671	04/18/2023	INV B470671 Bacteriological-D...	32-510-58200-0000-1	188.60
Pace Analytical Services, LLC	INV B470704	04/18/2023	INV B470704 Bacteriological-D...	32-510-58200-0000-1	188.60
Pace Analytical Services, LLC	INV B470905	04/18/2023	INV B470905 Drinking Water-Ga..	32-510-58200-0000-1	86.80
Pace Analytical Services, LLC	INV B471341	04/18/2023	INV B471341 Bacteriological-D...	32-510-58200-0000-1	142.20
Pace Analytical Services, LLC	INV B471529	04/18/2023	INV B471529 Effluent/Influent ...	30-500-58200-0000-1	118.40
Pace Analytical Services, LLC	INV B471811	04/18/2023	INV B471811 Bacteriological-D...	32-510-58200-0000-1	259.40
Pace Analytical Services, LLC	INV B472378	04/18/2023	INV B472378 Drinking Water- E....	32-510-58200-0000-1	445.49
Pace Analytical Services, LLC	INV B472444	04/18/2023	INV B472444 Effluent/Influent...	30-500-58200-0000-1	118.40
Pace Analytical Services, LLC	INV B472760	04/18/2023	INV B472760 Effluent/Influent...	30-500-58200-0000-1	118.40
Pace Analytical Services, LLC	INV B472830	04/19/2023	INV B472830 Bacteriological-D...	32-510-58200-0000-1	142.20
Pace Analytical Services, LLC	INV B473059	04/19/2023	INV B473059 Bacteriological-D...	32-510-58200-0000-1	142.20
Pace Analytical Services, LLC	INV B473213	04/19/2023	INV B473213 Effluent/Influent ...	30-500-58200-0000-1	153.40
Pace Analytical Services, LLC	INV B473625	04/26/2023	INV B473625 Bacteriological-D...	32-510-58200-0000-1	188.60
Pace Analytical Services, LLC	INV B473634	04/26/2023	INV B473634 Effluent/Influent ...	30-500-58200-0000-1	182.30
Pace Analytical Services, LLC	INV B473982	04/26/2023	INV B473982 Effluent/Influent ...	30-500-58200-0000-1	118.40
				Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:	**4,325.91**
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	INV 341283	04/19/2023	INV 341283	01-180-58050-0000-1	195.00
R&F Disposal	INV 344903	04/19/2023	R&F INV 344903 Roll Off Rental...	01-180-58050-0000-1	201.50
R&F Disposal	INV 346083	04/19/2023	INV 346083	01-180-58050-0000-1	260.00
R&F Disposal	INV 04302	04/25/2023	INV 04302 McFarland Trash, Gr...	01-185-58050-0000-1	93.72
R&F Disposal	INV 04303	04/25/2023	INV 04303 Sewer Plant 3yd Bin	30-500-58050-0000-1	143.56
R&F Disposal	INV 04304	04/25/2023	INV 04304 Blanco Park 3yd bin	01-180-58050-0000-1	143.56
R&F Disposal	INV 04305	04/25/2023	INV 04305 3yd Kennels	01-155-58050-0000-1	143.56
R&F Disposal	INV 04306	04/25/2023	INV 04306 Police Dept Bin	01-150-52200-0000-1	107.32
R&F Disposal	INV 345627	04/25/2023	R &F INV 345627 Roll Off Rental	01-180-58050-0000-1	195.00
				Vendor R&F Disposal - R&F Disposal Total:	**1,483.22**
Vendor: Arrowhead - Ready Refresh					
Ready Refresh	INV 03B0033594904	04/19/2023	INV 03B0033594904 Rent	01-150-57200-0000-1	21.18
Ready Refresh	INV 03D0033594904	04/19/2023	INV 03D0033594904	01-150-57200-0000-1	30.67
				Vendor Arrowhead - Ready Refresh Total:	**51.85**
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	INV 51627	04/26/2023	INV 51627 Monthly Radio Dispa...	01-180-57800-0000-1	70.00
SC SITES Services	INV 51627	04/26/2023	INV 51627 Monthly Radio Dispa...	32-510-57800-0000-1	70.00
SC SITES Services	INV 51627	04/26/2023	INV 51627 Monthly Radio Dispa...	34-520-57800-0000-1	70.00
				Vendor SC SITES Services - SC SITES Services Total:	**210.00**
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	INV. R256390	04/26/2023	INV. R256390 Monitoring Radio..	01-185-52200-0000-1	363.00
				Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:	**363.00**
Vendor: Smart & Final - Smart & Final					
Smart & Final	INV 3861230019201	04/25/2023	INV 3861230019201 Dog Food ...	01-155-57400-0000-1	216.42
				Vendor Smart & Final - Smart & Final Total:	**216.42**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV 28233158	04/19/2023	INV 28233158	30-500-58000-0000-1	13,987.39
			Vendor Solar Energy - Solar Energy of America 1 LLC Total:		**13,987.39**
Vendor: State Controller - State Controller					
State Controller	INV0023734	04/26/2023	Annual Street Report FY21/22	01-130-56000-0000-1	2,474.77
			Vendor State Controller - State Controller Total:		**2,474.77**
Vendor: Stockbridge - Stockbridge General Contracting Inc					
Stockbridge General Contracting..	INV 37521	04/26/2023	INV 37521 Payment 6 Communi...	25-000-52960-8425-1	9,425.34
			Vendor Stockbridge - Stockbridge General Contracting Inc Total:		**9,425.34**
Vendor: SWRCB - SWRCB					
SWRCB	INV SW-0264928	04/18/2023	INV SW-0264928 Community G...	25-000-52960-8425-1	704.00
			Vendor SWRCB - SWRCB Total:		**704.00**
Vendor: sylvia tafoya - Sylvia Tafoya					
Sylvia Tafoya	INV0023729	04/25/2023	3/22/2023 Slyvia Tafoya Reimb...	01-150-52000-0000-1	190.92
			Vendor sylvia tafoya - Sylvia Tafoya Total:		**190.92**
Vendor: ADT - The ADT Security Corportation					
The ADT Security Corportation	INV150024282	04/25/2023	534735 INV150024282	32-510-58050-0000-1	603.31
			Vendor ADT - The ADT Security Corportation Total:		**603.31**
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 0323109839	04/19/2023	INV 0323109839	34-520-55800-0000-1	2,390.16
			Vendor Bakersfield Cal. - The Bakersfield Californian Total:		**2,390.16**
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1284	04/26/2023	INV 1284 General Pest Service-...	01-185-52200-0000-1	100.00
Torpedo Pest Control	INV 1284	04/26/2023	INV 1284 General Pest Service-...	01-190-52200-0000-1	100.00
			Vendor Torpedo - Torpedo Pest Control Total:		**200.00**
Vendor: USA Blue Book - USA Blue Book					
USA Blue Book	INV 339924	04/25/2023	INV 339924 Redi-Stor Conductiv..	30-500-56410-0000-1	262.76
			Vendor USA Blue Book - USA Blue Book Total:		**262.76**
Vendor: Valley Psychological - Valley Psychological Group					
Valley Psychological Group	INV0023617	04/18/2023	Psych Evaluation - MUL-KE	01-150-56000-0000-1	400.00
			Vendor Valley Psychological - Valley Psychological Group Total:		**400.00**
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV 9932406736 772387786-00...	04/25/2023	INV 9932406736 772387786-00...	01-150-57800-0000-1	11.27
Verizon - Police Dep	INV 9932406736 772387786-00...	04/25/2023	INV 9932406736 772387786-00...	01-150-57800-0000-1	1,463.44
Verizon - Police Dep	INV 9932406736 772387786-00...	04/25/2023	INV 9932406736 772387786-00...	01-155-57800-0000-1	74.00
Verizon - Police Dep	INV 9932406736 772387786-00...	04/25/2023	INV 9932406736 772387786-00...	30-500-57800-0000-1	11.49
			Vendor Verizon - Police Dep - Verizon - Police Dep Total:		**1,560.20**
			Grand Total:		**184,480.65**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	71,949.92
20 - LIGHTING & LANDSCAPING-DISTRICT 1	5,285.80
25 - CAPITAL IMPROVEMENTS PROJECTS	16,091.84
26 - MISCELLANEOUS GRANTS	3,481.68
30 - SEWER	36,343.98
31 - REFUSE/RECYCLING	4,031.24
32 - WATER	39,530.42
34 - PUBLIC TRANSPORTATION	7,765.77
Grand Total:	**184,480.65**

Account Summary

Account Number	Account Name	Payment Amount
01-105-52200-0000-1	Contract Services	600.00
01-105-54000-0000-1	Fuel	3.90
01-105-57800-0000-1	Telephone & Communicat…	121.77
01-110-54000-0000-1	Fuel	50.18
01-110-57200-0000-1	Supplies - Office	79.43
01-110-57800-0000-1	Telephone & Communicat…	82.13
01-115-56000-0000-1	Professional Services - Ot…	32.00
01-115-57800-0000-1	Telephone & Communicat…	86.99
01-130-56000-0000-1	Professional Services - Ot…	3,868.83
01-130-57200-0000-1	Supplies - Office	55.50
01-130-57400-2321-1	Operating Supplies Emerg…	390.00
01-140-54000-0000-1	Fuel	3.90
01-140-57800-0000-1	Telephone & Communicat…	79.65
01-150-52000-0000-1	Conferences/Meetings/Tr…	190.92
01-150-52200-0000-1	Contract Services	893.63
01-150-54000-0000-1	Fuel	1,546.83
01-150-56000-0000-1	Professional Services - Ot…	498.00
01-150-56600-0000-1	Repairs & Maintenance - …	690.54
01-150-57200-0000-1	Supplies - Office	242.11
01-150-57800-0000-1	Telephone & Communicat…	2,239.34
01-155-54000-0000-1	Fuel	60.03
01-155-57400-0000-1	Supplies - Operating	216.42
01-155-57800-0000-1	Telephone & Communicat…	110.05
01-155-58050-0000-1	Utilities Other	143.56
01-160-41500-0000-1	Building Permits	1,068.32
01-160-54000-0000-1	Fuel	19.93
01-160-57800-0000-1	Telephone & Communicat…	36.05
01-165-57800-0000-1	Telephone & Communicat…	118.43
01-175-54000-0000-1	Fuel	2.06
01-175-57800-0000-1	Telephone & Communicat…	79.65
01-180-51800-0000-1	Clothing Allowance	134.64
01-180-54000-0000-1	Fuel	240.13
01-180-56430-0000-1	Repairs & Maintenance - …	2,999.99
01-180-56440-0000-1	Repairs & Maintenance-St…	1,754.59
01-180-57400-0000-1	Supplies - Operating	104.20
01-180-57800-0000-1	Telephone & Communicat…	232.73
01-180-58050-0000-1	Utilities Other	995.06
01-180-58100-0000-1	Street Lighting	2,707.15
01-185-52200-0000-1	Contract Services	463.00
01-185-58050-0000-1	Utilities Other	93.72
01-190-52200-0000-1	Contract Services	100.00
01-20800-0000-1	Pension Payable	10,991.72
01-22050-0000-1	Federal Withholding Paya…	10,546.19
01-22100-0000-1	FICA Payable	14,073.12
01-22150-0000-1	Medicare Payable	3,291.34

Account Summary

Account Number	Account Name	Payment Amount
01-22200-0000-1	State Withholding Payable	5,385.30
01-22250-0000-1	SUTA Payable	6.15
01-22275-0000-1	ETT Payable	0.16
01-22350-0000-1	Garnishments	444.23
01-22600-0000-1	Health FSA	60.59
01-22700-0000-1	Disablity LTD	274.26
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	157.75
01-22950-0000-1	Cancer-American Fidelity	14.41
01-24600-8207-1	Deferred Revenue - McFar..	3,250.00
20-200-51800-0000-1	Clothing Allowance	24.82
20-200-52200-0000-1	Contract Services	4,710.40
20-200-54000-0000-1	Fuel	79.97
20-200-57400-0000-1	Supplies - Operating	15.08
20-200-57800-0000-1	Telephone & Communicat...	1.32
20-20800-0000-1	Pension Payable	222.34
20-22050-0000-1	Federal Withholding Paya...	6.62
20-22100-0000-1	FICA Payable	171.10
20-22150-0000-1	Medicare Payable	40.02
20-22200-0000-1	State Withholding Payable	14.13
25-000-52960-2303-1	Street & Roads (Capital)	645.00
25-000-52960-2305-1	Street & Roads (Capital)	550.00
25-000-52960-2318-1	Streets & Roads (Capital)	800.00
25-000-52960-8280-1	HSIP Cycle 10	3,032.50
25-000-52960-8290-1	RSTP/HIP West Side - Harl...	935.00
25-000-52960-8425-1	Streets & Roads Capital	10,129.34
26-110-53100-8550-1	Grant Expenditure - ARPA...	3,481.68
30-20800-0000-1	Pension Payable	2,128.73
30-22050-0000-1	Federal Withholding Paya...	1,451.55
30-22100-0000-1	FICA Payable	2,159.78
30-22150-0000-1	Medicare Payable	505.20
30-22200-0000-1	State Withholding Payable	674.41
30-22250-0000-1	SUTA Payable	68.39
30-22275-0000-1	ETT Payable	1.71
30-22600-0000-1	Health FSA	83.09
30-22700-0000-1	Disablity LTD	87.62
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	90.89
30-22950-0000-1	Cancer- American Fidelity	24.65
30-500-51800-0000-1	Clothing Allowance	93.72
30-500-52200-0000-1	Contract Services	4,788.96
30-500-52600-0000-1	Contract Services - Sewer	5,539.73
30-500-54000-0000-1	Fuel	150.08
30-500-55600-0000-1	Postage	587.58
30-500-56000-7820-1	Profressional Services - ...	1,489.25
30-500-56410-0000-1	Repairs & Maintenance E...	279.76
30-500-56600-0000-1	Repairs & Maintenance - ...	143.82
30-500-57200-0000-1	Supplies - Office	141.91
30-500-57800-0000-1	Telephone & Communicat...	791.37
30-500-58000-0000-1	Utilities	14,081.47
30-500-58050-0000-1	Utilities Other	143.56
30-500-58200-0000-1	Water/Soil/Other Analysis	809.30
31-20800-0000-1	Pension Payable	1,006.09
31-22050-0000-1	Federal Withholding Paya...	505.33
31-22100-0000-1	FICA Payable	840.18
31-22150-0000-1	Medicare Payable	196.54
31-22200-0000-1	State Withholding Payable	292.42
31-22250-0000-1	SUTA Payable	18.15

Account Summary

Account Number	Account Name	Payment Amount
31-22275-0000-1	ETT Payable	0.45
31-22600-0000-1	Health FSA	50.20
31-22700-0000-1	Disablity LTD	9.89
31-22900-0000-1	Life	10.40
31-22950-0000-1	Cancer-American Fidelity	2.61
31-505-52200-0000-1	Contract Services	232.21
31-505-55600-0000-1	Postage	587.58
31-505-57200-0000-1	Supplies - Office	141.91
31-505-57800-0000-1	Telephone & Communicat…	137.28
32-20800-0000-1	Pension Payable	1,977.31
32-22050-0000-1	Federal Withholding Paya…	741.55
32-22100-0000-1	FICA Payable	1,856.16
32-22150-0000-1	Medicare Payable	433.94
32-22200-0000-1	State Withholding Payable	488.26
32-22250-0000-1	SUTA Payable	68.36
32-22275-0000-1	ETT Payable	1.70
32-22600-0000-1	Health FSA	108.03
32-22700-0000-1	Disablity LTD	44.80
32-22900-0000-1	Life	24.24
32-22950-0000-1	Cancer-American Fidelity	2.61
32-510-51800-0000-1	Clothing Allowance	29.70
32-510-52200-0000-1	Contract Services	10,626.50
32-510-54000-0000-1	Fuel	60.03
32-510-55600-0000-1	Postage	589.35
32-510-56000-0000-1	Professional Services - Ot…	893.65
32-510-57200-0000-1	Supplies - Office	183.07
32-510-57400-0000-1	Supplies - Operating	1,020.05
32-510-57800-0000-1	Telephone & Communicat…	604.98
32-510-58000-0000-1	Utilities	15,656.21
32-510-58050-0000-1	Utilities Other	603.31
32-510-58200-0000-1	Water/Soil/Other Analysis	3,516.61
34-20800-0000-1	Pension Payable	312.72
34-22050-0000-1	Federal Withholding Paya…	69.19
34-22100-0000-1	FICA Payable	170.78
34-22150-0000-1	Medicare Payable	39.94
34-22200-0000-1	State Withholding Payable	29.04
34-22700-0000-1	Disablity 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..	4,390.00
34-520-54000-0000-1	Fuel	120.06
34-520-55800-0000-1	Printing & Legal Notices	2,390.16
34-520-57800-0000-1	Telephone & Communicat…	114.95
	Grand Total:	**184,480.65**

Project Account Summary

Project Account Key	Payment Amount
None	184,480.65
Grand Total:	**184,480.65**



City of McFarland, CA

Pay Code Report

Summary By Department

4/1/2023 - 4/30/2023

Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
Ayo100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
Cano100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
GON610	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
PER100	Salary - Elected - Salary - Elected	1	0	200
		Gross Total:	**0**	**200**
		105 - City Council Total:	**0**	**1000**

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	Bilingual - Bilingual	2	0	27.68
	Hourly - Hourly	2	153.9	3835.19
	Marathon - Marathon	1	11.88	390.5
	OT - Overtime	2	19.44	726.67
		Gross Total:	**185.22**	**4980.04**
MCC100	Salary - Salary	2	160	6769.24
		Gross Total:	**160**	**6769.24**
Nun100	Bilingual - Bilingual	2	0	27.7
	Comp Time Taken - Compensatc	1	11.5	357.88
	Hourly - Hourly	2	148.52	4621.94
	OT - Overtime	2	4.43	206.79
		Gross Total:	**164.45**	**5214.31**
		110 - City Administration Total:	**509.67**	**16963.59**

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Hourly - Hourly	2	160	5635.2
	OT - Overtime	2	41.86	2211.46
	Gross Total:		**201.86**	**7846.66**
ARR100	Hourly - Hourly	2	93.73	1497.81
	OT - Overtime	1	2.33	55.85
	Gross Total:		**96.06**	**1553.66**
AYO110	Hourly - Hourly	2	151.37	2418.89
	OT - Overtime	2	1.5	35.95
	Gross Total:		**152.87**	**2454.84**
ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	149.45	3544.95
	OT - Overtime	2	3.16	112.43
	Sick - Sick Pay	1	9.95	236.01
	Gross Total:		**162.56**	**3939.55**
GON600	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	158.05	3568.77
	OT - Overtime	2	1.97	66.72
	Sick - Sick Pay	1	2	45.16
	Gross Total:		**162.02**	**3708.35**
TOR100	Hourly - Hourly	2	160	3038.4
	OT - Overtime	2	5.19	147.84
	Gross Total:		**165.19**	**3186.24**
VEL100	Bereavement - Bereavement Pa	2	27	538.92
	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	125.14	2497.8
	Sick - Sick Pay	1	12.07	240.92
	Gross Total:		**164.21**	**3305.34**
VIR100	Hourly - Hourly	1	72	4153.84
	Salary - Salary	1	109.05	4615.38
	Sick - Sick Pay	1	8	461.54
	Gross Total:		**189.05**	**9230.76**
	115 - Finance & Accounting Total:		**1293.82**	**35225.4**

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	134.4	4183.87
	OT - Overtime	1	0.72	33.62
	Sick - Sick Pay	2	13	404.69
	Vacation - Vacation Pay	1	13	404.69
	Gross Total:		**161.12**	**5045.33**
	140 - Planning Total:		**161.12**	**5045.33**

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100-142	Hourly - Hourly	2	165	4888.95
	OT - Overtime	1	2	88.89
	Retention Bonus - Retention Bo	1	0	10000
	Sick - Sick Pay	1	3	88.89
	Gross Total:		**170**	**15066.73**
ALW100-145	Hourly - Hourly	2	168	4977.84
	Intermediate POST - Intermedia	2	0	27.7
	OT - Overtime	2	16.5	733.34
	Gross Total:		**184.5**	**5738.88**
AYON100	Hourly - Hourly	2	140	2794.4
	OT - Overtime	2	20	598.8
	Sick - Sick Pay	1	8	159.68
	Vacation - Vacation Pay	1	12	239.52
	Gross Total:		**180**	**3792.4**
CAZ100-151	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	168	4977.84
	Marathon - Marathon	1	2	88.89
	OT - Overtime	2	17	755.57
	Gross Total:		**187**	**5850**
DEW100-147	Hourly - Hourly	2	168	6064.8
	OT - Overtime	2	36.5	1976.48
	Gross Total:		**204.5**	**8041.28**
DON100	Hourly - Hourly	2	136	2582.64
	OT - Overtime	2	15	427.28
	Sick - Sick Pay	1	24	455.76
	Gross Total:		**175**	**3465.68**

DRA100	Hourly - Hourly	2	140.17	2353.45
	Sick - Sick Pay	1	18	302.22
		Gross Total:	**158.17**	**2655.67**
EST150	Hourly - Hourly	2	168	4977.84
	Marathon - Marathon	1	6	266.67
	OT - Overtime	2	12.5	555.56
		Gross Total:	**186.5**	**5800.07**
GAL100-149	Hourly - Hourly	2	156	4854.72
	Intermediate POST - Intermedia	2	0	27.68
	Marathon - Marathon	1	6	280.08
	OT - Overtime	2	11	513.48
	Sick - Sick Pay	1	12	373.44
		Gross Total:	**185**	**6049.4**
GAR150	Hourly - Hourly	2	84.5	1604.66
		Gross Total:	**84.5**	**1604.66**
HAN100-112	Hourly - Hourly	2	168	6064.8
	K-9 Officer - K-9 Officer	2	0	36.92
	OT - Overtime	1	12	649.8
	Retention Bonus - Retention Bo	1	0	10000
	Sergeant - Sergeant	2	0	41.54
		Gross Total:	**180**	**16793.06**
HAS100-143	Hourly - Hourly	2	160	3038.4
	OT - Overtime	2	51	1452.74
		Gross Total:	**211**	**4491.14**
HEL100-128	Cash Out - VAC - Cash Out - Vaca	1	100	4290.61
	Hourly - Hourly	1	68	2917.62
	Salary - Salary	1	80	3432.49
	Sick - Sick Pay	1	12	514.87
		Gross Total:	**260**	**11155.59**
KNO100	Salary - Salary	2	160	7576.44
		Gross Total:	**160**	**7576.44**
LOP125	Bachelor's Degree - Bachelor's D	4	0	18.46
	Bilingual - Bilingual	4	0	27.68
	Correction - Correction	1	0	66.2
	Hourly - Hourly	4	140	3239.6
	OT - Overtime	2	19	659.49
	Sick - Sick Pay	1	22	509.08
	Standby - Standby	4	0	457.19
		Gross Total:	**181**	**4977.7**

New100-148	Hourly - Hourly	2	144	4708.8
	Intermediate POST - Intermedia	2	0	27.7
	Marathon - Marathon	1	5	245.25
	OT - Overtime	2	13	637.65
	Sick - Sick Pay	2	24	784.8
	Gross Total:		**186**	**6404.2**
NIE100-34	Military - Military Leave With Ou	2	0	0
	Gross Total:		**0**	**0**
PAD100	Hourly - Hourly	2	136	2582.64
	OT - Overtime	1	11.5	327.58
	Sick - Sick Pay	2	18	341.82
	Gross Total:		**165.5**	**3252.04**
PES100-152	Hourly - Hourly	2	155	5325.8
	Gross Total:		**155**	**5325.8**
SHA-100-152	Advanced POST - Advanced POS	2	0	32.3
	Bachelor's Degree - Bachelor's D	2	0	18.46
	Comp Time Taken - Compensatc	1	12	433.2
	Hourly - Hourly	2	156	5631.6
	Marathon - Marathon	1	7	379.05
	OT - Overtime	2	28.25	1529.74
	Retention Bonus - Retention Bo	1	0	10000
	Gross Total:		**203.25**	**18024.35**
TAF200	Hourly - Hourly	2	119.5	3386.82
	OT - Overtime	1	4.25	182.25
	Gross Total:		**123.75**	**3569.07**
VEL200	Comp Time Earned - Compensat	2	36	0
	Hourly - Hourly	2	152	2886.48
	OT - Overtime	1	25.5	726.37
	Sick - Sick Pay	1	8	151.92
	Gross Total:		**221.5**	**3764.77**
WIL100-150	Admin Time*Salary EE - Adminis	1	8	711.57
	Hourly - Hourly	1	72	6404.11
	Salary - Salary	1	80	7115.68
	Gross Total:		**160**	**14231.36**
	150 - Police Total:		**3922.17**	**157630.29**

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Hourly - Hourly	2	160	2753.6
	OT - Overtime	2	14	361.41
	Standby - Standby	2	0	200
	Gross Total:		**174**	**3315.01**
RIV200	Hourly - Hourly	2	151.01	2354.25
	OT - Overtime	2	14.8	346.1
	Sick - Sick Pay	1	3.69	57.53
	Standby - Standby	2	0	200
	Gross Total:		**169.5**	**2957.88**
	155 - Animal Control Total:		**343.5**	**6272.89**

Department: 160 - Building Inspection

Employee Number	Pay Code	# of Payments	Units	Pay Amount
RON100	Admin Time*Salary EE - Adminis	1	8	307.68
	Bldg Insp - Building Inspector	2	0	400
	Hourly - Hourly	2	148	5692.08
	Sick - Sick Pay	1	4	153.84
	Gross Total:		**160**	**6553.6**
	160 - Building Inspection Total:		**160**	**6553.6**

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ESQ100	Admin Leave - Admin Leave	2	176	3342.24
	Cash Out - Comp - Cash Out - Co	1	4.75	90.2
	Cash Out - Pers Day - Cash Out -	1	8	151.92
	Cash Out - VAC - Cash Out - Vaca	1	85.86	1630.48
	Gross Total:		**274.61**	**5214.84**
PER200	Hourly - Hourly	2	107	2031.93
	Sick - Sick Pay	1	8	151.92
	Gross Total:		**115**	**2183.85**
	165 - Code Enforcement Total:		**389.61**	**7398.69**

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GUE100	Comp Time Earned - Compensat	1	0.24	0
	Hourly - Hourly	2	160	4401.6
	OT - Overtime	2	4.84	199.72
	Gross Total:		**165.08**	**4601.32**

JAC200	Salary - Salary	2	170.1	11538
		Gross Total:	**170.1**	**11538**
MAR210	Hourly - Hourly	2	152.5	2560.48
	OT - Overtime	2	0.45	11.33
	Sick - Sick Pay	1	8	134.32
		Gross Total:	**160.95**	**2706.13**
MAR100	Comp Time Taken - Compensatc	1	18	294.84
	Hourly - Hourly	2	116.9	1914.82
	Sick - Sick Pay	1	7.38	120.88
		Gross Total:	**142.28**	**2330.54**
PEN300	Hourly - Hourly	2	137	2356.4
	Sick - Sick Pay	1	3.69	63.47
	Vacation - Vacation Pay	1	14	240.8
		Gross Total:	**154.69**	**2660.67**
		180 - Public Works Total:	**793.1**	**23836.66**

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Hourly - Hourly	2	160	2620.8
		Gross Total:	**160**	**2620.8**
VAS300	Cash Out - Comp - Cash Out - Co	1	5	81.9
	Cash Out - Pers Day - Cash Out -	1	16	262.08
	Cash Out - VAC - Cash Out - Vaca	1	18.6	304.67
	Hourly - Hourly	2	105.87	1734.15
	Sick - Sick Pay	1	9	147.42
		Gross Total:	**154.47**	**2530.22**
		200 - Lighting & Landscaping Total:	**314.47**	**5151.02**

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GON400	Emergency Response - Emergen	1	18.75	1011.19
	Hourly - Hourly	2	151	4978.9
	OT - Overtime	2	5.27	277.38
	PW Cert - Grade 3 - Public Work	1	0	51.93
	Sick - Sick Pay	1	9	287.1
		Gross Total:	**184.02**	**6606.5**

MED100	Hourly - Hourly	2	151	2867.49
	OT - Overtime	2	9	256.37
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Sick - Sick Pay	1	9	170.91
	Standby - Standby	2	0	200
	Gross Total:		**169**	**3517.85**
Pop100	Hourly - Hourly	2	149	2829.51
	OT - Overtime	2	11.5	327.58
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Sick - Sick Pay	2	11	208.89
	Standby - Standby	2	0	200
	Gross Total:		**171.5**	**3589.06**
	500 - Sewer Total:		**524.52**	**13713.41**

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	Hourly - Hourly	2	160	2686.4
	OT - Overtime	2	31	780.74
	Standby - Standby	2	0	200
	Gross Total:		**191**	**3667.14**
GOM100	Hourly - Hourly	2	147.52	2600.78
	Marathon - Marathon	1	7.36	194.64
	OT - Overtime	2	9.4	248.58
	Sick - Sick Pay	2	11.95	210.68
	Standby - Standby	2	0	185.56
	Gross Total:		**176.23**	**3440.24**
	510 - Water Total:		**367.23**	**7107.38**

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Hourly - Hourly	2	140.37	2414.36
	OT - Overtime	1	0.1	2.58
	Sick - Sick Pay	2	18	309.6
	Vacation - Vacation Pay	1	1.75	30.1
	Gross Total:		**160.22**	**2756.64**
	520 - Public Transit Total:		**160.22**	**2756.64**
	Report Total:		**8939.43**	**288654.9**

Pay Code Report

Account Summary

4/1/2023 - 4/30/2023

Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	36.24	66.2
	- Total:	**36.24**	**66.2**
01-105-50100-0000-1	Salaries - Permanent Employees	90.53	3513.47
01-110-50100-0000-1	Salaries - Permanent Employees	228.01	9943.03
01-115-50100-0000-1	Salaries - Permanent Employees	163.7	4376.41
01-115-50200-0000-1	Overtime	5.73	274.89
01-140-50100-0000-1	Salaries - Permanent Employees	224.5	6781.39
01-140-50200-0000-1	Overtime	0.81	35.88
01-150-50100-0000-1	Salaries - Permanent Employees	3308.42	131618.95
01-150-50150-0000-1	Wages - Temporary Employees	160	3038.4
01-150-50200-0000-1	Overtime	297.75	12233.22
01-155-50100-0000-1	Salaries - Permanent Employees	346.7	6796.1
01-155-50200-0000-1	Overtime	28.8	707.51
01-160-50100-0000-1	Salaries - Permanent Employees	32	1630.72
01-165-50100-0000-1	Salaries - Permanent Employees	316.42	6631.77
01-175-50100-0000-1	Salaries - Permanent Employees	32	1230.72
01-180-50100-0000-1	Salaries - Permanent Employees	506.97	12032.71
	01 - GENERAL FUND Total:	**5742.34**	**200845.17**
20-200-50100-0000-1	Salaries/Permanent Employees	319.42	5289.06
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	**319.42**	**5289.06**
30-500-50100-0000-1	Salaries - Permanent Employees	1115.42	32756.91
30-500-50150-0000-1	Wages - Temporary Employees	37.07	704
30-500-50200-0000-1	Overtime	35.73	1754.73
	30 - SEWER Total:	**1188.22**	**35215.64**
31-505-50100-0000-1	Salaries - Permanent Employees	386.26	12518.44
31-505-50200-0000-1	Overtime	13.08	681.37
	31 - REFUSE/RECYCLING Total:	**399.34**	**13199.81**
32-510-50100-0000-1	Salaries - Permanent Employees	1031.82	28955.7
32-510-50200-0000-1	Overtime	61.83	2326.68
	32 - WATER Total:	**1093.65**	**31282.38**
34-520-50100-0000-1	Salaries - Permanent Employees	160.12	2754.06
34-520-50200-0000-1	Overtime	0.1	2.58
	34 - PUBLIC TRANSPORTATION Total:	**160.22**	**2756.64**
	Report Total:	**8939.43**	**288654.9**



City of McFarland, CA

Pay Code Report

Pay Code Summary

4/1/2023 - 4/30/2023

Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Admin Leave - Admin Lea	Admin Leave	2	176	3342.24
Admin Time*Salary EE - A	Administrative Time Salary EE	2	16	1019.25
Advanced POST - Advanc	Advanced POST Certificate	2	0	32.3
Bachelor's Degree - Bache	Bachelor's Degree	10	0	73.84
Bereavement - Bereavem	Bereavement Pay	2	27	538.92
Bilingual - Bilingual	Bilingual	16	0	193.86
Bldg Insp - Building Inspe	Building Inspector	2	0	400
Cash Out - Comp - Cash O	Cash Out - Comp Time	2	9.75	172.1
Cash Out - Pers Day - Cas	Cash Out - Pers Day	2	24	414
Cash Out - VAC - Cash Ou	Cash Out - Vacation	3	204.46	6225.76
Comp Time Earned - Com	Compensatory Time Earned	3	36.24	0
Comp Time Taken - Comp	Compensatory Time Taken	3	41.5	1085.92
Correction - Correction	Correction	1	0	66.2
Emergency Response - En	Emergency Response	1	18.75	1011.19
Hourly - Hourly	Hourly	95	6767.9	172058.02
Intermediate POST - Inter	Intermediate POST Certificate	6	0	83.08
K-9 Officer - K-9 Officer	K-9 Officer	2	0	36.92
Marathon - Marathon	Marathon	7	45.24	1845.08
Military - Military Leave W	Military Leave With Out Pay	2	0	0
OT - Overtime	Overtime	62	475.96	18224.14
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	4	0	46.16
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	1	0	51.93
Retention Bonus - Retent	Retention Bonus	3	0	30000
Salary - Salary	Salary	9	759.15	41047.23
Salary - Elected - Salary - I	Salary - Elected Officials	5	0	1000
Sergeant - Sergeant	Sergeant	2	0	41.54
Sick - Sick Pay	Sick Pay	33	296.73	7087.36
Standby - Standby	Standby	16	0	1642.75
Vacation - Vacation Pay	Vacation Pay	4	40.75	915.11
	Report Total:	**8939.43**		**288654.9**

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
April 13, 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.

Mayor S. Ayon stepped out for his reading glasses.

ROLL CALL

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

Councilmembers Absent: None

OFFICIALS PRESENT

Interim Chief of Police Knox, City Attorney Hodges, Community Development Director L. Ronk III, Interim Public Works Director Jacobs, Finance Director Viramontes, Human Resources Director McCuan, City Clerk Alvarado

Officials Absent: City Manager Williams

****Administrator Pro Tempore Viramontes was present***

INVOCATION

Pastor Gabriel Diaz

PLEDGE OF ALLEGIANCE

Vice Mayor Cano

PET OF THE WEEK

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

Animal Control Officer Munguia presented the futured pet of the week to the City Council Members and Members of the Community.

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- National Public Safety Telecommunicators Week Proclamation

Mayor Ayon presented the Telecommunicators Proclamation to Interim Chief of Police Knox and Dispatch Officer Olivia and thanked them for their hard work.

Interim Chief Knox said a few words honoring all the Telecommunicators at the McFarland Police Department.

PUBLIC COMMENTS

Public Comment opened at: 6:11 p.m.

1. Ignacio Morales Jr. – City Employees
2. S. Aaron Resendez- McFarland High School Ag Program
3. Alicia Aleman – City Employees
4. Elias Cruz- City Employees
5. Maria Moreno – City Employees

Public Comment closed at 6:24 p.m.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

1. Approval of Expense Report in the Amount of $2,118,770.91 from February 22, 2023 to March 28, 2023.

2. Approval of Payroll Report for the Month of March in the Amount of $ 255,973.76.

3. Approval of March 23, 2023, Regular Meeting Minutes.

4. Resolution NO. 2023-0040 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE.

5. Resolution NO. 2023-0041 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2023/2024.

6. Resolution NO. 2023-0042 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2023/2024.

7. Resolution NO. 2023-0043 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND GREATER CHAMBER OF COMMERCE FIREWORK STAND.

8. Resolution NO. 2023-0044 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND LIONS CLUB FIREWORK STAND.

9. Resolution NO. 2023-0045 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND FESTIVAL COMMITTEE'S 5 DE MAYO FESTIVAL.

MOTIONED BY: A. Gonzalez 2nd by: A. Ayon to approve the entire consent agenda.
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

10. Introduction and First Reading of Proposed Ordinance NO.0003-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 3, TO ADD CHAPTER 3.28 COST RECOVERY SYSTEM OF THE MCFARLAND MUNICIPAL CODE.

    - Staff Report

        a. Open Public Hearing and Receive Public Testimony: 6:27 p.m.
        Close Public Hearing: 6:27 p.m.

        b. Motion was made by: Perez to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance NO.0003-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 3, TO

ADD CHAPTER 3.28 COST RECOVERY SYSTEM OF THE MCFARLAND MUNICIPAL CODE; 2nd by: A. Ayon

c. Council directed Staff to Schedule Second Reading and Adoption of Ordinance NO.0003-2023 For the Next Regular City Council Meeting of April 27, 2023.

MOTIONED BY: Perez 2nd by: 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

11. Report, Discuss, and Possible Approval of Resolution NO. 2023-0046 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE BID SUBMITTED BY ADVANCED CONCRETE CONSTRUCTION IN THE AMOUNT OF $367,626.64 FOR THE 2ND STREET LANDSCAPE AND PEDESTRIAN IMPROVEMENTS – STPL 5343 (017) PROJECT AND AWARD A CONTRACT TO ADVANCED CONCRETE AND AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, AND ALLOCATE FUNDS FOR THE BID, AND UP TO $97,420.36 FOR CONTINGENCY.

MOTIONED BY: Cano 2nd by: 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

12. Report, Discuss, and Possible Approval of Resolution NO. 2023-0047 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, AUTHORIZING USE OF GENERAL FUNDS TO CONSOLIDATE AND ADD TWO LOCATIONS TO THE CITY'S INTRUSION ALARM SYSTEM.

MOTIONED BY: Cano 2nd by: 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. Report, Discussion, and Possible Approval of Resolution NO. 2023-0048 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING FUNDS FOR THE REMODEL OF THE POLICE DEPARTMENT AND CITY HALL

MOTIONED BY: A. Gonzalez 2nd by: 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

14. Report, Discussion, and Possible Approval of Resolution NO. 2023-0049 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, AUTHORIZING USE OF GAS TAX FUNDS FOR THE REPAIR OF STREET POTHOLES THROUGHOUT THE CITY OF MCFARLAND.

MOTIONED BY: A. Gonzalez 2nd by: Perez
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. Report, Discussion, and Possible Approval of Resolution NO. 2023-0050 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUAD KNOPF INC. FOR MCFARLAND COMMUNITY GARDEN & TRAIL PROJECT, AND AUTHORIZING USE OF GENERAL FUNDS FOR THAT AMENDMENT.

MOTIONED BY: Cano 2nd by: 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

16. Report, Discuss and Possible Approval of Resolution NO. 2023-0051 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RECOMMENDING APPROVAL OF THE RECORDATION OF TEMPORARY USE PERMIT 2023-0001 SCHOEPPNER SHOWS.

MOTIONED BY: Perez 2nd by: 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

17. Report, Discuss and Possible Approval of Resolution NO. 2023-0052 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RECOMMENDING APPROVAL OF THE RECORDATION OF TEMPORARY USE PERMIT 2023-0002 CINCO DE MAYO FESTIVAL.

MOTIONED BY: A. Gonzalez 2nd by: 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

18. Motion was made by: Cano to **TABLE** the Approval of Resolution NO. 2023-0053 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FIRST AMENDMENT TO THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR ELMO HWY MEDICAL PLAZA AND ALLOCATION OF ADDITONAL FUNDS FROM THE GENERAL FUND; 2nd by: A. Ayon.

Item tabled.

19. Motion was made by: Gonzalez to **TABLE** the Appointment of Councilmembers on Subcommittees and Special District Committees; 2nd by: Perez.

Item tabled.

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

The council made closing statements.

The City Council adjourned to closed session.

CLOSED SESSION

1. Public Employment (Government Code §54957) City Manager
   Reportable Action: Direction Given to City Attorney

2. Public Employment (Government Code §54957) Community Development Director
   Reportable Action: Direction Given to City Attorney

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code §54957(b)(1) Position: City Employment Attorney
   No Reportable Action Taken

4. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
   Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 549.56.9: (One Potential Case)
   No Reportable Action Taken

ADJOURNMENT:

Closed session adjourned at 8:30 p.m.

_____

Francisca Alvarado, City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
April 27, 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 6:00 p.m.

ROLL CALL

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

Councilmembers Absent: Councilmember Pérez.

OFFICIALS PRESENT

City Manager Williams, Interim Chief of Police Knox, City Attorney Hodges, Community Development Director L. Ronk III, Interim Public Works Director Jacobs, Finance Director Viramontes, Human Resources Director McCuan, City Clerk Alvarado

Officials Absent: None

INVOCATION

Pastor Rivas

PLEDGE OF ALLEGIANCE

Vice Mayor Cano

PET OF THE WEEK

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

Presented by: Chief of Police Knox and Animal Control Officer Munguia

The Animal Control officer was late so this item was addressed after presentations introductions and awards.

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Certificate of Recognition: McFarland Police Department Communications/Records Supervisor Sylvia Tafoya

PUBLIC COMMENTS

Public Comment opened at: 6:10 p.m.

1. Joe Appleton- Poso Creek
2. Linda Luz Martinez- Agenda Item # 12 (comment addressed under item 12)
3. Luz Martinez – Agenda Item # 12 (comment addressed under item 12)
4. Jose S. Nevarez- Agenda Item # 12 (comment addressed under item 12)

Public Comment closed at 6:12 p.m.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

1. Approval of Expense Report in the Amount of $,784,138.27 from March 29, 2023, to April 18, 2023.

2. Approval of April 13, 2023, Regular Meeting Minutes.

3. Report, Discussion, and Possible Approval of Resolution No. 2023- 0055 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE BUILDING DEPARTMENT FROM THE GENERAL FUND FOR ONLINE PERMITTING SOFTWARE AND APPROVAL OF PROPOSAL.

Item #2- Approval of April 13, 2023 Regular Meeting Minutes was Motioned to table.

Motioned was made by: Cano 2nd by: A. Ayon to table item #2.

MOTIONED WAS MADE BY: Cano 2nd by: A. Ayon to approve the consent agenda with exception of the April 13, 2023, minutes.

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

PUBLIC HEARINGS

4. Second Reading and Adoption of Proposed Ordinance NO.0003-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 3, TO ADD CHAPTER 3.28 COST RECOVERY SYSTEM OF THE MCFARLAND MUNICIPAL CODE.

    - Staff Report

        a. Open Public Hearing and Receive Public Testimony: 6:15 pm

Close Public Hearing: 6:15 pm - No public from the public were presented

b. Motion was made by: Cano to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Adoption for Ordinance NO.0003-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 3, TO ADD CHAPTER 3.28 COST RECOVERY SYSTEM OF THE MCFARLAND MUNICIPAL CODE; 2ND by: A. Ayon.

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

c. Council directed Staff to Post in Designated Posting Locations for 30 Days.

5. Introduction and First Reading of Ordinance No. 0004- 2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.04, 17.72, 17.76, 17.80 AND 17.152 OF TITLE 17 ZONING.

- Staff Report

a. Open Public Hearing and Receive Public Testimony: 6:18 p.m.
Close Public Hearing: 6:18 p.m. – No comments from the public were presented.

b. Motion was made by: A. Ayon to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance NO.0004-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.04, 17.72, 17.76, 17.80 AND 17.152 OF TITLE 17 ZONING; 2nd by: Cano.

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

c. Mayor Directed Staff to Schedule Second Reading and Adoption of Ordinance No.0004-2023 For the Next Regular City Council Meeting of May 11, 2023.

ADMINISTRATIVE AGENDA

6. Report, Discussion, and Approve Resolution No. 2023-0056 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING CPE (CAL OES ALLOTMENT PROGRAM) FUNDS ALLOTED TO THE MCFARLAND POLICE DEPARTMENT AND

APPROPRIATING 149,000.00 FROM THE GENERAL FUND TO REPLACE THE CURRENT PUBLIC SAFEY ANSWERING POINT (PSAP).

Item #6 Resolution No. 2023-0056 was not necessary per City Attorney recommendation. No action was taken on this item.

7. Report, Discuss, and Approve Resolution No. 2023-0057 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ALLOCATION OF FUNDS FROM THE GENERAL FUND TO FUND THE MCFARLAND POLICE DEPARTMENT BIKE SAFETY RODEO.

   MOTIONED BY: A. Ayon 2nd BY: Cano
   ROLL CALL VOTE: 4/0
   AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
   NAYS: None
   ABSTAIN: None
   ABSENT: M. Pérez
   Full consensus

8. Report, Discussion, and Possible Approval of Resolution No. 2023- 0061 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION OF FUNDS FROM THE GENERAL FUND IN THE AMOUNT of $70,000.00 TO FUND THE PURCHASE OF A NEW PATROL VEHICLE.

   MOTIONED BY: Cano 2nd BY: Gonzalez
   ROLL CALL VOTE: 4/0
   AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
   NAYS: None
   ABSTAIN: None
   ABSENT: M. Pérez
   Full consensus

9. Report, Discussion, and Approval of Resolution No. 2023-0059 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION OF FUNDS FROM THE GENERAL FUND IN THE AMOUNT OF $10,000.00 TO FUND THE PURCHASE OF TWO DRONES FOR THE MCFARLAND POLICE DEPARTMENT.

   MOTIONED BY: Gonzalez 2nd BY: Cano
   ROLL CALL VOTE: 4/0
   AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
   NAYS: None
   ABSTAIN: None
   ABSENT: M. Pérez
   Full consensus

10. Report, Discussion, and Approval of Resolution No. 2023- 0060 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZATION FOR THE

EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: ZERO-EMISSION BUS PURCHASE PROJECT 34,366.00.

MOTIONED BY: A. Ayon 2nd BY: Cano
ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: M. Pérez
Full consensus

11. Report, Discuss, and Approve Resolution No. 2023- 0058 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE EAST KERN AVE COMMERCIAL IMPROVEMENT RENOVATION PROJECT.

MOTIONED BY: Gonzalez 2nd BY: A. Ayon
ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: M. Pérez
Full consensus

12. Resolution No. 2023- 0054A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE CODE ENFORCEMENT DEPARTMENT FROM THE GENERAL FUND FOR ABATEMENT.

MOTIONED BY: Cano 2nd BY: A. Ayon
ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: M. Pérez
Full consensus

Public Comments:
1. **Linda Luz Martinez – 180 Industrial Street**
2. **Luz Martinez – 180 Industrial Street**
3. **Jose Nevarez – 180 Industrial Street**

The City Council instructed staff to hold the abatement process for 30 days. To give the property owners amble time to clean the property and comply with code violations.

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

Vice Mayor Cano resigned his seat on the AD Hoc Committee and the Cannabis Committee.

Mayor Saul Ayon appointed new members to the subcommittees as follows:

AD Hoc Committee- Mayor Saul Ayon & Councilmember Perez.

Cannabis Committee- Mayor Saul Ayon & Councilmember Perez.

14. Report, Discussion, and Approval of City Manager Kenneth Williams's Employment Agreement.

MOTIONED BY: A. Ayon 2nd BY: Cano
ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: M. Pérez
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

The council made closing statements. Mayor instructed staff to draft an ordinance based on Rosenberg's Rules of Order.

The Regular City Council meeting adjourned to closed session at 7:03 p.m.

CLOSED SESSION

1. Public Employment (Government Code §54957) Community Development Director
   Reportable Action: Direction given to City Manager

2. Public Employment (Government Code §54957) Public Works Director
   Reportable Action: Direction given to City Manager

3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
   Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 549.56.9: (One Potential Case) MPRD
   Reportable Action: Direction given to City Manager and City Attorney

ADJOURNMENT:

Closed session adjourned at 7:35 p.m.

_____

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

DATE: May 11, 2023

SUBJECT: 2nd Reading and Adoption of Ordinance No. 0004 -2023 amending McFarland Municipal Code Chapters 17.04, 17.72, 17.76, 17.80, and 17.152 of Title 17 Zoning.

Discussion:

The City of McFarland staff conducted an analysis of commercial uses within the McFarland Municipal Code and is recommending an amendment to reconstruct the types of uses each zone contains. This analysis was completed by the City Planner and Community Development Director. Staff met with the City Manager, Interim Chief of Police, and Public Policy Standing Committee to gain guidance and address any possible deficiencies that may become of possible uses in each zone. Staff took into consideration possible future annexation locations. The provided draft amendment was created with the best intentions for the City of McFarland and to help provide the city with a foundation for Commercial growth within the city. The additions made to the C-O, C-1, and C-2 commercial zones was ultimately the Community Development Department's route in extending the opportunities for commercial uses, develop verbiage that is less open to interpretation, and exercise long-range planning that encourages growth for the City.

Fiscal Impact:
Legal Review – City Attorney Review Cost

Recommendation:
Staff recommends Council approve Ordinance No. 0004-2023.

Attachments:

1. Ordinance No. 0004-2023

ORDINANCE NO. 0004-2023

AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 17.04, 17.72, 17.76, 17.80 AND 17.152 OF TITLE 17 ZONING .

Section 1. Recitals.

WHEREAS, The City of McFarland ("City") desires to codify its Municipal Code Chapter related to permitted uses within the zoning ordinance;

WHEREAS, the City Council desires to amend Sections 17.04, 17.72, 17.76 and 17.80 of Title 17 Zoning; and

WHEREAS, on April 18th, 2023 at after a duly noticed public hearing, the Planning Commission considered the Proposed Amendments, including presentations from City staff, oral testimony, and written testimony; and

WHEREAS, after the above-mentioned public hearing, the Planning Commission approved Resolution No. 2023-0002PC, which recommended that the City Council adopt this Ordinance; and

WHEREAS, on April 27th, 2023, the City Council conducted a duly noticed public hearing regarding this Ordinance, where it received presentations from City staff, oral and written testimony from members of the public; and

WHEREAS, after the above-mentioned City Council public hearing, the City Council now desires to amend Title 17, "Zoning"; and

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

Section 2. The Recitals set forth above are true and correct and incorporated herein.

Section 3. Chapter 17.04 of the McFarland Municipal Code is hereby amended and adopted to add a definition Sections 17.04.095, 17.04.105, and 17.04.475, to read as follows:

"17.04.095 – Bar

"Bar" means a structure, or part of a structure, used primarily for the sale of dispensing of liquor by the drink.

17.04.105 – Bed and Breakfast Inn

"Bed and breakfast inn" means a structure or structures which contain a maximum of five (5) individual sleeping or living units which are rented out to the transient public and in which meals are served to guests.

17.04.475 – Massage Therapy

"Massage Therapy" means a type of integrative medicine in which a licensed massage therapist rubs and kneads skin, muscles, tendons, and ligaments."

Section 4. Chapters 17.72, 17.76, and 17.80 of the McFarland Municipal Code is hereby amended and adopted, to read as follows in "Exhibit A".

Section 5. Chapter 17.152 Conditional Use Permits of the McFarland Municipal Code is hereby amended and adopted to read as follows in "Exhibit B".

Section 6. **NOTICE.** The City clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 7. **Severability**. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 8. **Effective Date**. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 9. **Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

/ / /

/ / /

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on April 27, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 11rd day of May 2023, by the following vote:

	Aye	**Nae**	**Abstain**	**Absent**
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzales				
Maria Perez				

_____
Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly introduced/adopted by the City Council of the City of McFarland by a regular meeting thereof held on May 11, 2023.

ATTEST:

_____
Sarah Drake, Deputy City Clerk

APPROVED AS TO FORM:

_____
Nathan M. Hodges, City Attorney

Exhibit A

Title 17 - ZONING Chapter 17.72 - C-O ZONE

Sections:

17.72.010 - Applicability.

The regulations set forth in this chapter shall apply in the C-O professional office zone unless otherwise provided in this title.

17.72.020 -Uses permitted.

The uses permitted in the C-O zone are as follows:

A. COMMERCIAL USES

1. Offices

— Advertising Agencies

— Business or Professional

— Financial institution, including bank, savings and loan, or credit union

— Public and private utilities administration

— Real estate

— Research and development

— Title and escrow offices

2. General Retail Sales

— Art gallery

— Book stores

3. Services

— Artist studio

— Barber or beauty shop

— Confectionery stores

— Chiropractic or massage therapy

— Clinic, medical or physical therapy, out-patient only

— Computer programming and data processing studios

— Consumer credit reporting and collection services

— Day Care Nursery

— Detective and security system services

— Direct mail advertising services

— Employment Agency and help supply services

— Engineering, surveying, architectural and environmental planning services

— Family and social services, clinics and centers

— Health club – Indoor only

— Insurance services

— Interior decorator, provided there is no on-site sale of merchandise

— Laboratory, medical, dental, optical, or biological

— Legal services

— Management and public relations services

— Medical, dental, psychiatric and other health practitioner offices and clinics, including chiropractic, acupuncture, massage therapy and blood banks.

— Medical and dental laboratories

— Mortgage, loan and person credit institution

— Packaging and mailing services

— Palm reading, fortune telling, astrologic and psychic services

— Pharmacies, in conjunction with medical clinics

— Photography studio

— Post office and other courier or parcel delivery services

— Secretarial and court reporting services

— Telecommunication services

— Telegraph

— Television, radio and cable broadcasting stations

— Ticket agency

— Travel agency

— Trust and investment agencies

B. UTILITY AND COMMUNICATIONS FACILITIES

— Transmission lines and supporting towers, poles, pipelines, and underground facilities for gas, water, electricity, telephone, or telegraph service owned and operated by a public utility company under the jurisdiction of the California Public Utilities Commission pursuant to Section 19.08.090 of this title

C. INSTITUTIONAL USES

— Church

— Community or senior citizens center

— Government office or building for administrative purposes

— Library

— Museum, indoor only

D. EDUCATIONAL INSTITUTIONS AND SCHOOLS

1. General

— Preschool

— Elementary school

— Junior high school

— Senior high school

2. Specialized Schools

— Art, craft, or music school

— Business or trade school, provided that all instruction is conducted within a building and that there is no outside storage of materials or supplies associated with the school.

— Dance school

— Driving school

— Martial arts school

— Swim school

E. MISCELLANEOUS USES

— Accessory buildings and structures necessary to such use located on the same lot or parcel of land

— Automobile parking areas when developed as required in Section 17.104.020 if adjacent to a residential zone

— Construction trailer, temporary, during construction activity only

— Day-care center, without extended overnight services

— Drainage sump, if proposed and approved as part of a tentative subdivision map or tentative parcel map, or if accessory to a permitted use

— Studio, radio, television, or broadcasting

— Water storage or groundwater recharge facility

— Water system, small or large

17.72.030 – Signs.

Any exterior sign displayed shall pertain to a use conducted within the building; shall be attached flat against a wall of the building and parallel with its horizontal dimension and shall front the principal street, a parking area in the rear, or in the case of a corner building, on that portion of the side street wall within fifty feet of the principal street. In no case shall a sign project above the roof line.

17.72.040 - Building height.

Four stories and not to exceed forty-five feet.

17.72.050 - Front yard.

A. **Front Yard.** The front-yard minimum setback for all buildings shall be as follows:

1. Forty (40) feet from the legal centerline of any existing or proposed public or private local street and access easement.

2. Forty-five (45) feet from the legal centerline of any existing or proposed secondary highway.

3. Fifty-five (55) feet from the legal centerline of any existing or proposed major highway.

17.72.060 - Side yard.

No side yard is required.

17.72.070 - Rear yard.

A. **Rear Yard.** There shall be a rear yard of not less than twenty (20) feet, except that no rear yard shall be required where a public alley exists adjacent to the rear property line. The Planning Commision may reduce rear yard requirements by Variance in accordance with the Kern County Fire Code if written approval is obtained from the Kern County Fire Chief.

17.72.080 - Area requirements.

No lot created within the C-2 District shall contain less than seven thousand five hundred (7,500) net square feet, excepting in the case of the conveyance to or from a governmental agency, public entity, public utility, community water company, or mutual water company for public purposes, public utility purposes, or for rights-of-way or well sites. All buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

17.72.090 - Distance between buildings on same lot.

There are no requirements.

17.72.100 - Parking requirements.

For all professional offices, not less than the same area of parking shall be provided on the same site as there is floor space in the office building.

Chapter 17.76 - C-1 ZONE

Sections: 17.76.010 - Applicability.

The regulations set forth in this chapter shall apply in the C-1 neighborhood commercial zone unless otherwise provided in this title.

17.76.020 - Uses permitted.

The uses permitted in the C-1 zone are as follows:

A. Any use permitted in a C-O zone.

1. Any of the following uses:

A. RESIDENTIAL USES

— Bed and breakfast inn

B. RECREATION, ENTERTAINMENT, AND TOURIST FACILITIES

— Health club (indoor and outdoor)

—— Pool or billiard parlor

—— Tennis or swim club, indoor only

—— Video games arcade

C. COMMERCIAL USES

1. General Retail Sales

—— Antiques, with no outside storage

—— Appliances, including service and repair, provided there is no outside storage

—— Art gallery

—— Auto parts and accessories

—— Bicycle, including rental and service

—— Bookstore, general

—— Christmas tree, temporary

—— Clothing and apparel

___ Department stores.

___ Dress or millinery shops.

—— Drugs and pharmaceuticals

—— Fireworks stand, temporary

—— Florist

—— Gift and card

—— Hardware, general, excluding lumber sales and outside storage of materials

—— Ice vending machine

___ Ice storage houses of not more than five-ton capacity.

—— Lawnmower, including repair, when located entirely within a

building

- —— Locksmith or key and lock shop
- —— Music stores, excluding instrument repair
- —— Newspaper or magazine stand
- ___ Pet food stores.
- —— Shoes
- —— Stationery and office supply
- ----- Tailor, clothing or wearing apparel shops.
- —— Variety
- —— Video and audio tape sales and rentals

2. Food and Beverage Retail Sales

- —— Bakery, small
- —— Convenience market
- —— Drive-in food market or dairy
- —— Foodstore
- —— Specialized, including meat, vegetables, health foods, or candy

3. Eating and Drinking Establishments

- —— Ice cream parlor
- —— Restaurant, cafe, or coffee shop
- —— Restaurant, fast-food

4. Services

- —— Auto service station, small
- —— Bath house, including sauna, spa, Turkish, steam, or tanning

----- Electric appliance stores and repairs (not furniture stores).

—— Interior decorator

___ Jewelry stores.

—— Laundromat, self-service

—— Laundry, drop off and pick up only

___ Cleaning and pressing establishments using nonflammable and nonexplosive cleaning fluid.

—— Pet grooming

—— Shoe repair

—— Shoe-shine stand

—— Tailor or dressmaker

—— Tanning salons

—— Taxidermist

—— Smog inspection station

—— Veterinary, household pets only, provided there are no outside kennels

---- Automobile parking areas when developed as required in Section 17.104.020 if adjacent to a residential zone.

D. UTILITY AND COMMUNICATIONS FACILITIES

—— Utility substation

E. INSTITUTIONAL USES

—— Charitable or public service organization, office only

—— Post office

—— Public agency or utility buildings or facilities

2. The above-specified stores, shops or businesses shall be retail establishments selling new merchandise exclusively and shall be permitted only under the following conditions:

   a. Such stores, shops or businesses shall be conducted entirely within an enclosed building.

   b. Products made incidental to a permitted use shall be sold at retail on the premises.

   c. All public entrances to such stores, shops or businesses shall be from the principal street upon which the property abuts or within fifty feet thereof, except that a rear or side entrance from the building to a parking area may be provided.

   d. Except as hereinafter provided, any exterior sign displayed shall pertain only to a use conducted on the premises, shall not exceed a height of twenty-four feet above the ground level, shall not project into a street or alley more than twelve inches beyond any property line, and any sign projecting beyond a property line shall have a clearance of not less than ten feet between the bottom of the sign and the ground level.

17.76.030 - Building height.

The following height limits apply in the C-1 District:

A. Buildings shall not exceed four (4) stories or forty-five (45) feet.

B. Detached accessory structures shall not exceed three (3) stories or forty-five (45) feet.

C. Radio and television antennae, communication towers, chimneys, and other similar structures shall not exceed ninety (90) feet.

17.76.040 - Front yard.

A. **Front Yard.** The front-yard minimum setback for all buildings shall be as follows:

   1. Forty (40) feet from the legal centerline of any existing or proposed public or private local street and access easement.

   2. Forty-five (45) feet from the legal centerline of any existing or proposed secondary highway.

   3. Fifty-five (55) feet from the legal centerline of any existing or proposed major highway.

17.76.050 - Side yard.

None, except all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

17.76.060 - Rear yard.

A. **Rear Yard.** There shall be a rear yard of not less than twenty (20) feet, except that no rear yard shall be required where a public alley exists adjacent to the rear property line. The Planning Commision may reduce rear yard requirements by Variance in accordance with the Kern County Fire Code if written approval is obtained from the Kern County Fire Chief.

17.76.070 - Area requirements.

No lot created within the C-2 District shall contain less than seven thousand five hundred (7,500) net square feet, excepting in the case of the conveyance to or from a governmental agency, public entity, public utility, community water company, or mutual water company for public purposes, public utility purposes, or for rights-of-way or well sites. All buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

17.76.080 - Distance between buildings on same lot.

Minimum distance between structures in the C-1 District shall be as follows:

A. None required for nonresidential buildings.

B. There shall be a minimum distance of ten (10) feet between residential buildings.

C. There shall be a minimum distance of six (6) feet between a residential building and an accessory building or between accessory buildings.

Chapter 17.80 - C-2 ZONE

Sections:

17.80.010 - Applicability.

The regulations set forth in this chapter shall apply in the C-2 commercial zone unless otherwise provided in this title.

17.80.020 - Uses permitted.

The uses permitted in the C-2 zone are as follows:

A. Any use permitted in the C-O and C-1 zones.

B. Any of the following uses:

A. RESIDENTIAL USES

- Community care facility
- Emergency shelter

B. RECREATION, ENTERTAINMENT, AND TOURIST FACILITIES

- Batting cage
- Bowling alley
- Dance hall, ballroom, or discotheque
- Golf driving range
- Hotel or motel
- Miniature golf course
- Movie theater, walk-in
- Skateboard arenas, enclosed
- Skating rink, roller or ice
- Tennis or swim club
- Theater, live

C. COMMERCIAL USES

1. General Retail Sales

—— Auto leasing

—— Auto, new

—— Auto tire, including service,

—— Auto, used

—— Boat, including service and parts when incidental to sales

—— Computer, including service and repair

—— Electric appliances, including service and repair

—— Electric equipment, including service and repair

—— Feed, provided there is no outside storage

—— Floor covering, drapery, or upholstery

—— Fruit stand

—— Furniture

—— Gardening and landscaping supply, provided there is no outside storage

—— Gun, including repair

—— Hardware, general, including lumber sales, provided areas devoted to outside storage of materials are screened from public view

—— Hobby supplies

—— Home or office furnishings

—— Jewelry and watches

—— Lapidary

—— Leather goods and luggage

—— Military surplus, provided there is no outside storage

—— Mobilehome, rental and services

—— Motorcycles, including service and repair

—— Musical instruments (including repair)

- ___ Nursery, plant
- ___ Office machines and equipment
- ___ Paint and wallpaper
- ___ Pawn shop
- ___ Pet store
- ___ Photographic supply or camera
- ___ Plumbing supply, provided there is no outside storage
- ___ Pottery
- ___ Recreational vehicles, including service
- ___ Sporting goods and athletic equipment
- ___ Tobacco
- ___ Toys
- ___ Truck, including rental
- ___ Used clothing and household goods, provided there is no outside storage

2. Food and Beverage Retail Sales

- ___ Bakery
- ___ Catering
- ___ Farmers' market
- ___ Liquor store

3. Eating and Drinking Establishments

- ___ Bar, tavern, or cocktail lounge

4. Services

- ___ Ambulance

—— Appliance repair

—— Auto body repair and painting

—— Auto rental

—— Auto service or repair

—— Auto service station

—— Auto wash

—— Auto wash, self-service

—— Blueprinting or photostating shops.

—— Carpet cleaning

—— Equipment, small, rental

—— Furniture cleaning, refinishing, or upholstery

—— Janitorial service

—— Laboratory, testing, classifying, or experimental, not involving the use of explosives or hazardous materials

—— Mini-warehouse, for storage of personal household goods, provided there is no outside storage; excludes cargo containers and other temporary storage structures

—— Mortuary or funeral parlor

—— Pest control, administrative offices only

—— Picture framing

—— Printing, lithography, or blueprinting

—— Tattoo parlor and body piercing

—— Truck fueling station, without repair facilities

—— Wedding chapel

D. INSTITUTIONAL USES

— Auditorium, public

— Club or lodge

— Convalescent hospital

— Fire or police station

— Government office or building

— Hospital

— Labor union hall

— Rehabilitation facilities

— Sanitarium

E. MISCELLANEOUS USES

— Adult day-care

— Automobile parking areas.

— Construction trailer, temporary, during construction activity only

— Day-care center, without extended overnight services

— Drainage sump, if proposed and approved as part of a tentative subdivision map or tentative parcel map, or if accessory to a permitted use

___ Furniture warehouses for storing personal household goods.

___ Refrigerated lockers.

— Revival, temporary, not to exceed fourteen (14) days

— Studio, radio, television, recording, or movie

— Water storage or groundwater recharge facilities

— Water system, small or large

C. The accessory buildings and structures necessary to such uses located on the same lot or parcel of land.

D. Emergency shelters, provided that they comply with all the applicable development standards required by Chapter 17.134, Development Standards.

17.80.022 - Uses permitted subject to a conditional use permit.

A. Single room occupancies (SRO's) provided they comply with all the applicable development standards required by Chapter 17.134, Development Standards.

17.80.030 - Building height.

The following height limits apply in the C-2 District:

A. Buildings and structures shall not exceed six (6) stories or seventy-five (75) feet, unless the building is set back from each street, alley, and lot line at least one (1) foot for each three (3) feet of height above six (6) stories or seventy-five (75) feet.

B. No building or structure shall exceed ten (10) stories or one hundred and thirty-five
(135) feet.

17.80.040 - Front yard.

A. **Front Yard.** The front-yard minimum setback for all buildings shall be as follows:

1. Forty (40) feet from the legal centerline of any existing or proposed public or private local street and access easements.

2. Forty-five (45) feet from the legal centerline of any existing or proposed secondary highway.

3. Fifty-five (55) feet from the legal centerline of any existing or proposed major highway.

17.80.050 - Side yard.

None, except all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

17.80.060 - Rear yard.

A. **Rear Yard.** There shall be a rear yard of not less than twenty (20) feet, except that no rear yard shall be required where a public alley exists adjacent to the rear property line. The Planning Commision may reduce rear yard requirements by Variance in accordance with the Kern County Fire Code if written approval is obtained from the Kern County Fire Chief.

17.80.070 - Area requirements.

No lot created within the C-2 District shall contain less than seven thousand five hundred (7,500) net square feet, excepting in the case of the conveyance to or from a governmental agency, public entity, public utility, community water company, or mutual water company for public purposes, public utility purposes, or for rights-of-way or well sites. All buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

17.80.080 - Distance between buildings on same lot.

None, except that all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

Exhibit B

Chapter 17.152 - CONDITIONAL USE PERMITS

17.152.010 - Regulations generally.

A. The regulations in this chapter shall apply to the granting of conditional use permits.

B. Certain uses may be permitted by the planning commission and the city council in zones in which they are not permitted by this title where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the comprehensive general plan. The procedure for filing of applications, filing fees, investigations, notices, public hearings, findings and appeal shall be the same as provided in this title to variances, except that the planning commission may waive public hearings on an application for conditional use permits for public utility or public service uses or public buildings, when found to be necessary for the public health, safety, convenience or welfare.

17.152.020 - Uses permitted in any zone.

The following uses may be permitted in any zone upon the granting of a conditional use permit:

A. Airports or aircraft landing fields.

B. Cemeteries, columbariums, crematories, mausoleums, mortuaries and funeral parlors.

D. City, county, state and federal enterprises, including buildings, facilities and uses of departments or institutions thereof which are necessary or advantageous to the general welfare of the community.

E. Establishments or enterprises involving large assemblages of people or automobiles, including: amusement parks, expositions, fairgrounds, open air theatres, race tracks, recreational sport centers.

F. Institutions of a philanthropic or eleemosynary nature.

G. Natural resources development, together with the necessary apparatus or appurtenances incident thereto, except drilling for or removal of oil, gas or other hydrocarbon substances.

17.152.030 - Uses permitted in specific zones.

The following uses may be permitted in the zones indicated in this section upon the granting of a conditional use permit:

17.152.030(1) - C-O Zones:

A. RESIDENTIAL USES

1. Community care facility

B. RECREATION, ENTERTAINMENT, AND TOURIST FACILITIES

1. Swimming pool, public, indoor only

2. Tennis club, indoor only

C. COMMERCIAL USES

1. Eating and Drinking Establishments

A. cafe, or coffee shop

2. Services

B. Ambulance

C. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers

D. TRANSPORTATION FACILITIES

1. Auto parking garage or lot

2. Heliport

E. UTILITY AND COMMUNICATIONS FACILITIES

1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator

2. Utility substation

F. INSTITUTIONAL USES

1. Cemetery, mausoleum, columbarium, or mortuary

2. Charitable or public service organization

3. Club or lodge

4. Convalescent hospital

5. Crematory, when in conjunction with a cemetery, mausoleum, columbarium, or mortuary

6. Fire or police station

7. Hospital

8. Labor union hall

9. Post office

10. Public agency or utility buildings and facilities

11. Rehabilitation facilities

12. Sanitarium

G. WASTE FACILITIES

1. Community septic disposal system

2. Sewage treatment plant

H. MISCELLANEOUS USES

1. Day-care center, with extended overnight services

2. Drainage sump

3. Flood control facilities

4. Water treatment plant

5. Beverage container recycling facilities

17.152.030(2) - C-1 Zones:

A. RESIDENTIAL USES

1. Community care facility

2. Condominium

3. Duplex

4. Emergency Shelter

5. Fraternity or sorority house

6. Residential hotel

B. RECREATION, ENTERTAINMENT, AND TOURIST FACILITIES

1. Golf course

2. Movie theater, walk-in

3. Park or playground

4. Swimming pool, public, outdoor only

5. Tennis club, outdoor only

6. Theater, live

C. COMMERCIAL USES

1. General Retail Sales

   A. Nursery, plant

2. Services

   A. Ambulance

   B. Auto wash

   C. Auto wash, self-service

   D. Mini-warehouse, for storage of personal household goods, provided there is no outside storage; excludes cargo containers and other temporary storage structures

   E. Printing, lithography or blue-printing

   F. Tattoo parlor and body piercing

G. Veterinary, including veterinary hospital

H. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers

D. TRANSPORTATION FACILITIES

1. Auto parking garage or lot

2. Heliport

E. UTILITY AND COMMUNICATIONS FACILITIES

1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator

F. INSTITUTIONAL USES

1. Cemetery, mausoleum, columbarium, or mortuary

2. Charitable or public service organization

3. Club or lodge

4. Convalescent hospital

5. Crematory, in conjunction with a cemetery, mausoleum, columbarium, or mortuary

6.Fire or police station

7. Hospital

8. Labor union hall

9. Museum, with outdoor exhibits

10. Rehabilitation facilities

11. Sanitarium

G. WASTE FACILITIES

1. Community septic disposal system

2. Sewage treatment plant

3. Transfer station, small volume

H. MISCELLANEOUS USES

1. Day-care center, with extended overnight services

2. Drainage sump

3. Flood control facilities

4. Water treatment plant

5. Beverage container recycling facilities

17.152.030(3)- C-2 Zones:

A. RESIDENTIAL USES

1. Residential hotel

B. RECREATION, ENTERTAINMENT, AND TOURIST FACILITIES

1. Amusement park

2. Card room

3. Movie theater, drive-in

4. Park or playground

5. Racetrack or test track, automobile, motorcycle, or horse

6. Shooting range or gun club

7. Skateboard arenas, unenclosed

8. Sports arena, indoor

9. Sports arena, outdoor

10. Swimming pool, public

11. Trade fairs and exhibitions, temporary (fourteen- (14-) day maximum), excluding flea markets and swap meets

C. COMMERCIAL USES

A. Services

1. Mini-warehouse, for storage of personal household goods and vehicles, including outside storage

2. Veterinary, including veterinary hospital

3. Advertising sign boards or structures

4. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers

D. RECREATIONAL, ENTERTAINMENT, AND TOURIST FACILITIES

1. Bingo Parlor

E. TRANSPORTATION FACILITIES

1. Airport, private

2. Airport, public use

3. Auto parking garage or lot

4. Bus depot

5. Heliport

6. Taxi depot, including service and storage

F. UTILITY AND COMMUNICATIONS FACILITIES

1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator

G. WASTE FACILITIES

1. Community septic disposal system

2. Sewage treatment plant

3. Transfer station, small volume

4. Waste-to-energy facility

H. INSTITUTIONAL USES

1. Cemetery, mausoleum, or columbarium

2. Community or regional correctional and similar involuntary detention facilities

3. Crematory, when in conjunction with a cemetery, mausoleum, columbarium, or mortuary

4. Museum, with outdoor exhibits

5. Zoo

I. EDUCATIONAL INSTITUTIONS AND SCHOOLS

1. College or university

J. MISCELLANEOUS USES

1. Day-care center, with extended overnight services

2. Drainage sump

3. Flea market or swap meet, wholly conducted within an enclosed building.

4. Flea market or swap meet, except within an enclosed building pursuant to Subsection 19.32.020.H of this title

5. Flood control facilities

6. Water treatment plant

7. Automobile trailer courts or camps, house or coach trailers, and public camp grounds

8. Beverage container recycling facilities

17.152.030(4) - A-1 Zones:

A. Automobile trailer courts or camps, house or coach trailers, and public camp grounds

B. Automobile trailer courts or camps, house or coach trailers, and public camp grounds

C. Dairies and livestock feed yards

D. Fruit, vegetable and meat packing plants

E. Mobilehomes (manufactured homes) on property owned and/or leased by a public agency/entity of the state

F. Secondary residential units

17.152.030(5) - A-2 Zones:

A. Agricultural industries and the processing of agricultural products

B. Commercial stockyards and animal slaughter

C. Dumps and refuse disposal areas

D. Fruit, vegetable and meat packing plants

E. Hog ranches

F. Junk, salvage or auto wrecking yards

G. Sewer farms or sewage disposal plants

17.152.030(6) - M-1 Zones:

A. Automobile trailer courts or camps, house or coach trailers, and public camp grounds

B. Dwellings

C. Beverage container recycling facilities

17.152.030(7) - M-2 Zones:

A. Dairies and livestock feed yards

B. Dwellings

C. Junk, salvage or auto wrecking yards

D. Beverage container recycling facilities

17.152.030(8) - M-3 Zones:

A. Commercial stockyards and animal slaughter

B. Dairies and livestock feed yards

C. Dumps and refuse disposal areas

D. Dwellings

E. Junk, salvage or auto wrecking yards

F. Sewer farms or sewage disposal plants

G. Beverage container recycling facilities

17.152.030(9) - B Zones:

A. Automobile trailer courts or camps, house or coach trailers, and public camp grounds

17.152.030(10) - R Zones:

A. Churches and other places used exclusively for religious worship in A-1, A-2, R-1, R-2, R-3, and R-4 zones.

B. Day nurseries and nursery schools in R zones.

C. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers

D. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers

E. Educational institutions including schools, preschool, elementary, junior high, senior high, college or university.

F. Hospitals, sanitariums and rest homes

G. Large-scale neighborhood housing projects having a minimum gross area of twenty acres

H. Libraries, museums and private clubs

I. Parks, playgrounds and other community buildings

J. Public utility or public service buildings, structures and uses

K. Radio and television transmitters

L. Real estate tract offices and signs

M. Golf courses and country clubs

17.152.030(11) - R-1 Zones:

A. Secondary residential units

17.152.030(12) -E Zones:

A. Secondary residential units

CITY OF MCFARLAND

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

DATE: May 11, 2023

SUBJECT: First Reading of Ordinance No. 0005 -2023 amending McFarland Municipal Code Chapters 19.04.080(11), 19.04.110(a), 19.04.270 (b) and Removal of Chapter 19.04.040(d).

Discussion:

The City Council approved a new Commercial Cannabis Ordinance on February 23, 2023 approving multiple zones and licenses within the City of McFarland. After further review, staff believes that a potential amendment is necessary. This staff report is to amend sections that relate to Commercial (C-2) zones. Cannabis is currently approved in Industrial zones M1, M2, M3, and C-2 (with a Conditional Use Permit). This amendment will remove C-2 from the ordinance and require all commercial cannabis to be in the industrial area where all buffers are met. The amendment will also remove all retail licenses. If store front or non-store front commercial cannabis retail is allowed, it must meet the requirements of a microbusiness and will only be allowed in industrial zones.

Fiscal Impact:
Legal Review – City Attorney Review Cost

Recommendation:
Staff Recommends Council introduce the ordinance amendment, open a public hearing, discuss and with approval direct staff to bring back for a second reading and possible adoption at the next regular city council meeting.

Attachments:
1. Ordinance No. 0005-2023

ORDINANCE NO. 0005-2023

AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING MCFARLAND MUNICIPAL CODE CHAPTERS 19.04.080(11), 19.04.110(a), 19.04.270(b) AND REMOVAL OF CHAPTER 19.04.040(d) OF TITLE 19 COMMERCIAL CANNABIS ACTIVITY ORDINANCE.

Section 1. Recitals.

WHEREAS, The City of McFarland ("City") desires to codify its Municipal Code Chapter related to permitted uses within the commercial cannabis activity ordinance;

WHEREAS, the City Council desires to amend Sections 19.04.080, 19.04.110, 19.04.270 and removal of Section 19.04.040(d) of Title 19 Commercial Cannabis Activity Ordinance; and

WHEREAS, on May 11th, 2023, the City Council conducted a duly noticed public hearing regarding this Ordinance, where it received presentations from City staff, oral and written testimony from members of the public; and

WHEREAS, after the above-mentioned City Council public hearing, the City Council now desires to amend Title 19, "Commercial Cannabis Activity"; and

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

Section 2. The Recitals set forth above are true and correct and incorporated herein.

Section 3. Chapter 19.04.040 (d) of the McFarland Municipal Code is hereby removed from the McFarland Municipal Code

Section 4. Chapter 19.04.080 (11) of the McFarland Municipal Code is hereby amended and adopted to read as follows:

"Fencing shall be installed along the perimeter of the project site. Fencing location, design, and materials shall be approved by the City Manager or designee. Fencing shall be a minimum of 10'-0" with angled or electrified top. The Fire Department has a special permit for electrified fences. Materials shall be limited to wrought iron fencing, masonry, a combination of the two, or alternatives subject to approval by the City Manager or their designee. All fencing shall have angled wrought iron topping or must be electrified. Electronic entry gates for automobiles and pedestrian shall be designed as noted above and the City Manager or designee shall have final approval. Fencing must be in place to the satisfaction of the City Manager or their designee as well as the Building Department prior to being eligible for a certificate of occupancy or a temporary certificate of occupancy."

Section 5. Chapter 19.04.110 (a) of the McFarland Municipal Code is hereby amended and adopted to read as follows:

"Commercial cannabis activity shall be authorized **within** the following zoning districts of the City: M-1 limited Manufacturing, M-2 Light Manufacturing, M-3 General Manufacturing, zoning districts. Commercial cannabis activity is prohibited in all other zoning districts of the City."

Section 6. Chapter 19.04.270 (b) of the McFarland Municipal Code is hereby amended and adopted to read as follows:

(a) “No commercial cannabis retailer offering storefront purchase shall be located within 300 feet from another commercial cannabis storefront retailer. The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of one commercial cannabis storefront retailer to the closest property line of the lot on which another commercial cannabis business is located without regard to intervening structures.”

Section 7. **NOTICE.** The City clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 8. **Severability**. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 9. **Effective Date**. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 10. **Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

/ / /

/ / /

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on the 11th day of May 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 25rd day of May 2023, by the following vote:

	Aye	**Nae**	**Abstain**	**Absent**
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzales				
Maria Perez				

_____
Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly introduced/adopted by the City Council of the City of McFarland by a regular meeting thereof held on May 25, 2023.

ATTEST:

_____
Sarah Drake, Deputy City Clerk

APPROVED AS TO FORM:

_____
Nathan M. Hodges, City Attorney

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approval of two resolutions: (Resolution No. 2023-0062) Amending and/or approving the Final Engineer's Report; (Resolution No. 2023-0063) the City ordering the levy and collection of assessments within the Landscaping and Lighting Assessment District No.1 for Fiscal Year 2023/2024.

SUMMARY:

The City of McFarland established the Landscaping and Lighting District No. 1 to finance the ongoing maintenance, operation, and servicing of public landscaping and lighting facilities within the district.

At the April 13, 2023 City Council meeting, City Council adopted Resolution Nos. 2023-0040, 2023-0041, and 2023-0042, initiating proceedings, approving the preliminary Engineer's Report, and declaring its intent to levy assessments for the Landscaping and Lighting Assessment District No. 1 for fiscal year 2023/2024 and setting the date of the Public Hearing.

Final Engineer's Report

The Final Engineer's Report for Landscaping and Lighting District No. 1 has been prepared by Willdan Financial Services, the designated Engineer of Work, in accordance with the Landscaping and Lighting Act of 1972. The report includes an updated assessment of costs for the maintenance and operation of the facilities, a description of the improvements, the proposed assessments for each parcel within the district, and an assessment diagram showing the boundaries of the district.

Proposed Assessments

The proposed assessments for Fiscal Year 2023/2024 have been calculated based on the updated cost estimates for the maintenance and operation of the facilities, and the benefit received by each parcel within the district. The assessments are apportioned in a manner that ensures each parcel pays its fair share of the costs, as determined by the benefit it receives from the improvements.

FINANCIAL IMPACT:

The total annual maintenance cost to the District is $159,613.40. Annual maintenance costs are funded through the assessments placed on the property tax bills.

RECOMMENDATION:

Staff recommends that the City Council of the City of McFarland adopt the two proposed resolutions:

1. A resolution amending and/or approving the Final Engineer's Report for the Landscaping and Lighting District No. 1.
2. A resolution ordering the levy and collection of assessments within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2023/2024.

By adopting these resolutions, the City Council will ensure that the necessary funding is in place to maintain and operate the landscaping and lighting facilities within the district, and that the costs are fairly apportioned among the benefiting parcels. This action by the City Council orders the levy of assessments within the Landscaping and Lighting Assessment District No. 1 for fiscal year 2023/2024.

ATTACHMENT:

1. A resolution amending and/or approving the Final Engineer's Report for the Landscaping and Lighting District No. 1.
2. A resolution ordering the levy and collection of assessments within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2023/2024.
3. Landscaping and Lighting Assessment District No. 1 2023/2024 Final Engineer’s Annual Levy Report

RESOLUTION NO. 2023-0062

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT REGARDING THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO.1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2023/2024.

The City Council of the City of McFarland (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council, pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565, in connection with the proposed levy and collection of assessments for the Landscaping and Lighting Assessment District No.1, (hereafter referred to as the "District") for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of McFarland and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, Landscaping and Lighting Assessment District No.1, Fiscal Year 2023/2024" (hereafter referred to as the "Engineer's Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Engineer's Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report; and,

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council for the District, as follows:

Section 1. The above recitals are true and correct.

Section 2. The Engineer's Report as presented, consists of the following:

a) A Description of the District and Improvements.

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)

c) A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Benefit Unit (EBU) within said District for Fiscal Year 2023/2024. Said Assessment Rate for Fiscal Year 2023/2024 is not above maximum assessment rate per Equivalent Benefit Unit. The maximum assessment rate is subject to the application of an assessment range formula that includes an annual inflationary adjustment. This inflation factor is applied to the maximum assessment rate each Fiscal Year.

Section 3. The Engineer's Report as presented or as amended is hereby approved and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Engineer's Report.

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, May 11, 2023, moved by Councilmember _____and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Saul Ayon, Mayor

_____
Sarah Drake, Deputy City Clerk

RESOLUTION NO. 2023-0063

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2023/2024

The City Council of the City of McFarland (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has by previous Resolutions initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within the Landscaping and Lighting Assessment District No. 1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2023 and ending June 30, 2024; pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as the "Act") to pay the costs and expenses of operating, maintaining and servicing of the improvements located within the District; and,

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereafter referred to as the Engineer's Report) in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and,

WHEREAS, The City Council has previously conducted a property owner protest ballot proceeding for the District assessments proposed to be levied for Fiscal Year 2023/2024, and said assessments are described in the approved Engineer's Annual Levy Report, and the assessments as described comply with applicable provisions of the California State Constitution Article XIIID.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council for the District, Pursuant to Chapter 3, Section 22624 of the Act, as follows:

Section 1. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Engineer's Annual Levy Report prepared in connection with the levy and collection of assessments, and has considered the oral and written statements, protests and communications made or filed by interested persons. The City Council has determined that the property owners in accordance with the requirements of the California State Constitution, Article XIIID have approved the assessments so presented.

Section 2. Based upon its review (and amendments, as applicable) of the Engineer's Annual Levy Report, a copy of which has been presented to the City Council and which as been filed with the City Clerk, the City Council hereby finds and determines that:

a) The land within the District will receive special benefit by the operation, maintenance and servicing of the improvements within the boundaries of the District.

b) The District includes the lands receiving such special benefit.

c) The net amount to be assessed upon the lands within the District is in accordance with and apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

Section 3. The Engineer's Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance and operation of and the furnishing of services and materials for landscape maintenance areas, street lighting and other appurtenant facilities.

Section 5. The maintenance, operation and servicing of the improvements shall be performed pursuant to the Act and the County Auditor of Kern County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 6. The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Landscaping and Lighting Assessment District No. 1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 4.

Section 7. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

Section 8. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

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, May 11, 2023, moved by Councilmember _____and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Saul Ayon, Mayor

_____
Sarah Drake, Deputy City Clerk

City of McFarland

Landscaping and Lighting Assessment District No. 1

2023/2024 Engineer's Annual Levy Report

Intent Meeting: April 13, 2023
Public Hearing: May 11, 2023

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WILLDAN

ENGINEER'S REPORT AFFIDAVIT

LANDSCAPING & LIGHTING ASSESSMENT DISTRICT NO. 1

City of McFarland,
County of Kern, State of California

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023/2024, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this **2nd** day of **May**, 2023

Willdan Financial Services
Assessment Engineer
On Behalf of the City of McFarland

By: _____

Chonney Gano, Project Manager
District Administration Services

By: _____

Tyrone Peter
P.E. # C 81888

REGISTERED PROFESSIONAL ENGINEER
TYRONE PETER
NO. 81888
CIVIL ENGINEER
STATE OF CALIFORNIA

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I. INTRODUCTION

The City of McFarland (hereafter referred to as the "City") annually levies and collects special assessments to maintain the improvements within the City's Lighting & Landscaping Assessment District No. 1 (hereafter referred to as the "District"). The formation of the District has been made pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the "1972 Act") as directed by the City Council of the City of McFarland, California.

The City proposes to levy and collect annual special assessments for maintenance of the improvements within the District pursuant to the 1972 Act and in compliance with the applicable requirements of the California State Constitution Article XIIID (the" Article XIIID").

This Engineer's Report (hereafter referred to as the "Report") describes the proposed assessments, maximum annual assessments, and improvements for Fiscal Year 2023/2024. Also included is a formula by which the maximum annual assessment may be adjusted annually to account for inflation.

II. DESCRIPTION OF THE DISTRICT

The District is located within the boundaries of the City and is divided into the following four zones of benefit:

Zone 1: Zone 1 is composed of Tract 6373 (original APN's 201-080-36 and 201-110-14), which is generally situated north of Taylor Avenue, south of Richards Drive, and east of Garzoli Avenue. This zone is to be composed entirely of single-family residential dwellings and includes lighting and landscaping improvements.

Zone 2: Zone 2 is composed of Tract 6416, a multi-family apartment complex and a commercial center located just north of the same tract. Both Tract 6416 and the apartment complex are within original APN 201-010-05. The commercial center's original APN is 201-010-04. Zone 2 is generally situated north of Perkins Avenue, south of Elmo Highway, east of Garzoli Avenue, and west of Kendrea Street. This zone will include lighting and landscaping improvements.

Zone 3: Zone 3 is composed of Tract 6379 (original APN 201-010-38), which is generally situated north of Hail Lane, south of Elmo Highway, and east of Kendrea Street. This zone will be composed entirely of single-family residential dwellings and will only include lighting improvements.

Zone 4: Zone 4 is composed of Tract No. 6572 (original APN 201-120-03), which is generally situated in the southeast corner of Mast Avenue and Taylor Avenue. This

zone is to be made up entirely of single-family residential dwellings and includes lighting and landscaping improvements.

IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

III. DESCRIPTION OF IMPROVEMENTS

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of public street landscaping and street lighting improvements installed in connection with the development of parcels within the District. These improvements may include, but are not limited to, irrigation systems including water mains, sprinklers, electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and lighting facilities hereafter to be constructed or planted in and for the benefit of parcels within the District and are of a public nature.

The assessment includes the cost of electricity, water, repairs, replacement, supervision, care and other items necessary for the proper maintenance and operation thereof, and additions and improvements thereto which may hereafter be made.

A. Landscaping Improvements

The collected special assessments will be used for the maintenance of the following landscaping improvements:

- **Zone 1:** Approximately 8,500 square feet of landscaping improvements along Garzoli Avenue.
- **Zone 2:** Approximately 7,950 square feet of landscaping improvements along Garzoli Avenue and Perkins Avenue.
- **Zone 3:** No landscaping improvements.
- **Zone 4:** Approximately 19,500 square feet of landscaping improvements along Taylor Avenue.

B. Street Lighting Improvements

All four zones will include lighting improvements along streets immediately within or adjacent to the Zones.

IV. METHOD OF ASSESSMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in each Zone of the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to Article XIIID Section 4 (with some exceptions) a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, only special benefits are assessable, the District must separate the general benefits from the special benefits and property owners must approve any increased or new assessment. Therefore, in compliance with the new assessment requirements, only assessments that are identified as either "Exempt Assessments" or "Special Benefit Assessments" are assessed. The costs of any improvements considered to be "General Benefit" have been eliminated from the District assessments, and a property owner protest balloting was held. The balloting results showed majority support for the District assessments and improvements.

B. Benefit Analysis

Each of the proposed improvements, the associated costs and assessments have been carefully reviewed by the City and have been identified and allocated based on benefit, pursuant to the provisions of the 1972 Act and Article XIIID of the California Constitution. Each improvement and the associated costs have been identified as either "general benefits" (not assessed) or "special benefits". Although some existing assessments within the District qualified as exempt assessments pursuant to Article XIIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4, the improvements associated with these assessments are considered a special benefit to the assessed properties and are in compliance with the substantive requirements of Article XIIID Section 4. The maximum assessment rates shown in this Report are consistent with the provisions of Article XIIID and any new or increased assessments shall be subject to the provisions of Section 4 therein.

Special Benefits

The method of apportionment (method of assessment) is based on the premise that each of the assessed parcels within the District and Zones receives benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each Zone are for the maintenance of local street lighting and landscaped improvements installed as part of the original development of the parcels within the Zones or were later installed for the benefit of those properties. The desirability and security of properties within each Zone is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The landscape improvements provided by the District may include landscaped medians, parkways, entryways, slopes and appurtenant facilities. Street lighting improvements may include energy costs and necessary maintenance to the facilities related thereto. The annual assessments outlined in this Report are proposed to cover the estimated costs to provide necessary service, operation, administration and maintenance required each year to keep these improvements in a healthy, vigorous and satisfactory condition.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation, and attenuating noise.

The special benefits of street lighting are the convenience, safety and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.

- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to the specific enhancement and desirability of each of the assessed parcels.

C. Assessment Methodology

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used for each Zone should reflect the composition of the parcels and the improvements and services provided, based on each parcel's estimated special benefit.

Equivalent Benefit Units:

In order to equitably apportion the cost of the improvements to each parcel, it is necessary to establish a correlation between the different properties and types of properties that benefit from those improvements. The Equivalent Benefit Unit ("EBU") method of apportioning benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of each parcel's land use type, size and development status.

An Equivalent Benefit Unit (EBU) basis was used to allocate the proposed assessments among the parcels within the District. A Single-Family Residence was determined to be one Equivalent Dwelling Unit. Commercial properties and Multi-Family residential parcels will be assessed at the rate of 4.0 EBU's per gross acre, which is also the overall average single-family residential lot count per acre for tracts within the Assessment District. The future public park parcels located within Zone 1 and Zone 2 are exempt from assessment.

The following table lists the EBU values for developments within the District:

Development Type	EBU Value	Multiplier
Single Family Residential	1.0	Unit
Multi-Family	4.0	Gross Acre
Commercial	4.0	Gross Acre

Within each zone, the following formula is used to calculate each parcel's EBU (proportional benefit):

Development Type EBU Value x Acreage or Dwelling Units per Parcel = Parcel EBU

The assessment amount per EBU for each zone was established by taking the total cost of maintenance for improvements for each zone and dividing that amount by the total number of EBU's within each zone. This assessment per EBU was then multiplied by each parcel's individual EBU to determine that parcel's proportionate assessment obligation for the improvements within the zone. The following formulas summarize the calculation:

Total Balance to Levy / Total EBU = Levy per EBU

Levy per EBU x Parcel EBU = Parcel Assessment

Note: Parcels will not be assessed until street lighting and landscaping improvements in their area have been installed and have been accepted for maintenance by the City.

D. Assessment Range Formula

Any new or increased assessments require certain noticing and meeting requirements by law. The Brown Act defines the terms "new or increased assessment" to exclude certain conditions. These certain conditions include "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed". This definition was later confirmed by Senate Bill 919 (the legislation implementing Proposition 218).

An assessment range formula for the District assessments has been confirmed through property owner ballot proceedings in compliance with Article XIIID, except those existing assessments within the District which qualified as exempt assessments pursuant to Article XIIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4. The assessment range formula shall be applied to the future assessments within the District. The following describes this assessment range formula:

Wherein, if the proposed assessment (levy per unit or rate) is less than or equal to the prior year's maximum assessment plus the adjustments described in the following, then the proposed assessment is not considered an increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to the assessment amounts without requiring costly noticing and mailing procedures, which would be added to the District costs and assessments.

The Maximum Annual Assessment per Equivalent Dwelling Unit for each zone has been increased by the change in the Los Angeles-Long Beach-Anaheim County/All Urban Consumers Consumer Price Index (CPI) from January of the previous calendar year to January of the current calendar year as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Maximum Assessment is defined as the initial Assessment (approved by property owners within the District) adjusted annually by the CPI. If the proposed annual assessment for a given Fiscal Year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment.

For Fiscal Year 2023/2024, the increase in the CPI is 5.77% therefore the maximum assessment for Zone 1, 2, 3, 4 within the District increased by 5.77% from Fiscal Year 2022/2023.

Assessment for Fiscal Year 2023/2024

For Fiscal Year 2023/2024, the costs of improvements to be installed for each zone have been allocated to the current parcels within those zones as shown on the assessor's parcel maps in Appendix A.

The District Assessment Budget for Fiscal Year 2023/2024 is shown on the next page. The budget numbers are based on the estimated cost of maintenance and operation for improvements that are proposed to be completed this year. These costs are used to calculate the assessments for 2023/2024 listed in Appendix B.

V. DISTRICT BUDGET FOR FISCAL YEAR 2023/2024

BUDGET ITEMS	Zone 1		Zone 2		Zone 3		Zone 4		TOTAL	
DIRECT COSTS	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024
Tree and Plant Replacement	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$0.00	$0.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00
Landscape Water & Electricity	0.00	0.00	500.00	500.00	0.00	0.00	0.00	0.00	500.00	500.00
Fletcher Irrigation System	0.00	0.00	0.00	0.00	0.00	0.00	110.00	110.00	110.00	110.00
Mast Sprinker System	0.00	0.00	0.00	0.00	0.00	0.00	108.00	108.00	108.00	108.00
Almond Grove (Taylor Ave.)	0.00	0.00	0.00	0.00	0.00	0.00	14,175.01	14,175.01	14,175.01	14,175.01
Munoz Park Maintenance	25,859.00	25,859.00	0.00	0.00	0.00	0.00	0.00	0.00	25,859.00	25,859.00
Garzoli Walkway Maintenance	3,918.00	3,918.00	0.00	0.00	0.00	0.00	0.00	0.00	3,918.00	3,918.00
Streetlight Electricity & Maintenance	8,413.76	8,413.76	4,500.00	4,500.00	0.00	0.00	11,990.00	11,990.00	24,903.76	24,903.76
Miscellaneous Parts, Equipment and Replacements	7,000.00	7,000.00	3,000.00	3,000.00	0.00	0.00	7,475.00	7,475.00	17,475.00	17,475.00
Direct Costs (Subtotal)	**$47,190.76**	**$47,190.76**	**$9,000.00**	**$9,000.00**	**$0.00**	**$0.00**	**$35,858.01**	**$35,858.01**	**$92,048.77**	**$92,048.77**
ADMINISTRATION COSTS										
City Administration Costs	$2,625.60	$2,625.60	$2,500.00	$2,500.00	$0.00	$0.00	$2,625.60	$2,625.60	$7,751.20	$7,751.20
Willdan Administration Costs	2,067.76	2,187.08	2,199.41	2,326.34	0.00	0.00	1,386.25	1,466.25	5,653.42	5,979.66
County Assessment Roll Fee	64.08	64.08	65.26	65.26	0.00	0.00	46.54	46.54	175.88	175.88
Reserve Fund Collection/Contribution	15,330.46	19,095.98	17,572.47	19,909.59	0.00	0.00	11,750.16	14,652.31	44,653.09	53,657.88
Administration Costs (Subtotal)	**$20,087.90**	**$23,972.75**	**$22,337.14**	**$24,801.19**	**$0.00**	**$0.00**	**$15,808.55**	**$18,790.69**	**$58,233.59**	**$67,564.62**
Balance to Levy	**$67,278.66**	**$71,163.51**	**$31,337.14**	**$33,801.19**	**$0.00**	**$0.00**	**$51,666.56**	**$54,648.70**	**$150,282.37**	**$159,613.40**
DISTRICT STATISTICS										
Assessable Parcels	267	267	251	251	1	1	179	179	698	698
Equivalent Benefit Units (EBU)	267	267	296.30	302.12	69	69	179	179	811	817.12
Proposed Assessment per EBU	**$251.98**	**$266.52**	**$105.76**	**$111.88**	**$0.00**	**$0.00**	**$288.62**	**$305.30**		
Maximum Assessment	$251.98	$266.5316	$105.77	$111.8812	$60.22	$63.6961	$288.64	$305.3018		
Maximum Rate Increase		5.77%		5.77%		5.77%		5.77%		
RESERVE FUND										
Estimated Beginning Reserve Balance – June 30, 2023	$43,045.43	$53,891.92	$62,977.92	$78,597.97	$0.00	$0.00	$36,055.89	$44,295.28	$142,079.24	$176,785.17
Reserve Fund Collection/Contribution	10,846.49	19,095.98	15,620.05	19,909.59	0.00	0.00	8,239.39	14,652.31	34,705.93	53,657.88
Estimated Ending Reserve Balance – June 30, 2024	**$53,891.92**	**$72,987.90**	**$78,597.97**	**$98,507.56**	**$0.00**	**$0.00**	**$44,295.28**	**$58,947.59**	**$176,785.17**	**$230,443.05**

APPENIDX A – DISTRICT DIAGRAM

The District boundaries are on file in the Office of the City Clerk and by reference made part of this Report. These maps are in connection with the Assessment Roll in Appendix B and constitute the District Assessment Diagram for Fiscal Year 2023/2024. The boundary map for the District has been previously approved and submitted to the City in the format required by the 1972 Act.

The boundary for the District is defined as the corresponding parcels for each Zone as identified on the Kern County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Kern County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

APPENDIX B – ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the Fiscal Year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the Fiscal Year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-010-69-00	NO SITUS AVAILABLE	2	19.68	$2,201.78	$2,201.80
201-010-71-00	NO SITUS AVAILABLE	2	33.44	3,741.26	3,741.27
201-521-01-00	755 AZURITE AV	1	1.00	266.52	266.53
201-522-01-00	754 AZURITE AV	1	1.00	266.52	266.53
201-522-02-00	755 EBELL ST	1	1.00	266.52	266.53
201-523-02-00	251 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-03-00	245 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-04-00	239 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-05-00	233 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-06-00	227 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-07-00	221 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-08-00	215 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-09-00	208 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-10-00	630 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-11-00	220 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-12-00	226 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-13-00	232 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-14-00	238 CEDAR GROVE ST	1	1.00	266.52	266.53
201-523-15-00	244 CEDAR GROVE ST	1	1.00	266.52	266.53
201-524-01-00	701 EBELL ST	1	1.00	266.52	266.53
201-524-02-00	707 EBELL ST	1	1.00	266.52	266.53
201-524-03-00	713 EBELL ST	1	1.00	266.52	266.53
201-524-04-00	719 EBELL ST	1	1.00	266.52	266.53
201-524-05-00	725 EBELL ST	1	1.00	266.52	266.53
201-524-06-00	731 EBELL ST	1	1.00	266.52	266.53
201-524-07-00	737 EBELL ST	1	1.00	266.52	266.53
201-524-08-00	743 EBELL ST	1	1.00	266.52	266.53
201-524-09-00	742 AZURITE AV	1	1.00	266.52	266.53
201-524-10-00	736 AZURITE AV	1	1.00	266.52	266.53
201-524-11-00	730 AZURTIE AV	1	1.00	266.52	266.53
201-524-12-00	724 AZURITE AV	1	1.00	266.52	266.53
201-524-13-00	718 AZURITE AV	1	1.00	266.52	266.53
201-524-14-00	712 AZURITE AV	1	1.00	266.52	266.53
201-524-15-00	706 AZURITE AV	1	1.00	266.52	266.53
201-524-16-00	700 AZURITE AV	1	1.00	266.52	266.53
201-524-17-00	701 AZURITE AV	1	1.00	266.52	266.53
201-524-18-00	689 WALNUT ST	1	1.00	266.52	266.53
201-524-19-00	713 AZURITE AV	1	1.00	266.52	266.53
201-524-20-00	719 AZURITE AV	1	1.00	266.52	266.53
201-524-21-00	725 AZURITE AV	1	1.00	266.52	266.53
201-524-22-00	731 AZURITE AV	1	1.00	266.52	266.53
201-524-23-00	737 AZURITE AV	1	1.00	266.52	266.53
201-524-24-00	743 AZURITE AV	1	1.00	266.52	266.53
201-531-01-00	700 TAYLOR AV	1	1.00	266.52	266.53
201-531-02-00	701 TOPAZ AV	1	1.00	266.52	266.53
201-532-01-00	700 TOPAZ AV	1	1.00	266.52	266.53
201-532-02-00	701 BERYL AV	1	1.00	266.52	266.53
201-533-01-00	700 BERYL AV	1	1.00	266.52	266.53
201-533-02-00	701 KYRA AV	1	1.00	266.52	266.53
201-534-01-00	700 KYRA AV	1	1.00	266.52	266.53
201-534-02-00	701 HAYDEN AV	1	1.00	266.52	266.53
201-534-03-00	707 HAYDEN AV	1	1.00	266.52	266.53
201-534-04-00	713 HAYDEN AV	1	1.00	266.52	266.53
201-534-05-00	719 HAYDEN AV	1	1.00	266.52	266.53
201-534-06-00	725 HAYDEN AV	1	1.00	266.52	266.53
201-534-07-00	731 HAYDEN AV	1	1.00	266.52	266.53
201-534-08-00	737 HAYDEN AV	1	1.00	266.52	266.53
201-535-01-00	738 HAYDEN AV	1	1.00	266.52	266.53
201-535-02-00	755 MISTY AV	1	1.00	266.52	266.53
201-536-01-00	754 MISTY AV	1	1.00	266.52	266.53
201-537-01-00	742 MISTY AV	1	1.00	266.52	266.53
201-537-02-00	736 MISTY AV	1	1.00	266.52	266.53
201-537-03-00	730 MISTY AV	1	1.00	266.52	266.53
201-537-04-00	724 MISTY AV	1	1.00	266.52	266.53

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-537-05-00	718 MISTY AV	1	1.00	266.52	266.53
201-537-06-00	712 MISTY AV	1	1.00	266.52	266.53
201-537-07-00	706 MISTY AV	1	1.00	266.52	266.53
201-537-08-00	700 MISTY AV	1	1.00	266.52	266.53
201-537-09-00	701 MISTY AV	1	1.00	266.52	266.53
201-537-10-00	707 MISTY AV	1	1.00	266.52	266.53
201-537-11-00	713 MISTY AV	1	1.00	266.52	266.53
201-537-12-00	719 MISTY AV	1	1.00	266.52	266.53
201-537-13-00	725 MISTY AV	1	1.00	266.52	266.53
201-537-14-00	731 MISTY AV	1	1.00	266.52	266.53
201-537-15-00	737 MISTY AV	1	1.00	266.52	266.53
201-537-16-00	743 MISTY AV	1	1.00	266.52	266.53
201-537-17-00	726 HAYDEN AV	1	1.00	266.52	266.53
201-537-18-00	720 HAYDEN AV	1	1.00	266.52	266.53
201-537-19-00	714 HAYDEN AV	1	1.00	266.52	266.53
201-537-20-00	708 HAYDEN AV	1	1.00	266.52	266.53
201-537-21-00	702 HAYDEN AV	1	1.00	266.52	266.53
201-537-22-00	696 HAYDEN AV	1	1.00	266.52	266.53
201-537-23-00	690 HAYDEN AV	1	1.00	266.52	266.53
201-537-24-00	702 MELGAR AV	1	1.00	266.52	266.53
201-537-25-00	708 MELGAR AV	1	1.00	266.52	266.53
201-537-26-00	714 MELGAR AV	1	1.00	266.52	266.53
201-537-27-00	720 MELGAR AV	1	1.00	266.52	266.53
201-537-28-00	726 MELGAR AV	1	1.00	266.52	266.53
201-537-29-00	732 MELGAR AV	1	1.00	266.52	266.53
201-537-30-00	738 MELGAR AV	1	1.00	266.52	266.53
201-537-31-00	744 MELGAR AV	1	1.00	266.52	266.53
201-537-32-00	750 MELGAR AV	1	1.00	266.52	266.53
201-537-33-00	756 MELGAR AV	1	1.00	266.52	266.53
201-537-34-00	762 MELGAR AV	1	1.00	266.52	266.53
201-537-35-00	768 MELGAR AV	1	1.00	266.52	266.53
201-537-36-00	774 MELGAR AV	1	1.00	266.52	266.53
201-537-37-00	780 MELGAR AV	1	1.00	266.52	266.53
201-537-38-00	786 MELGAR AV	1	1.00	266.52	266.53
201-537-39-00	792 MELGAR AV	1	1.00	266.52	266.53
201-537-40-00	798 MELGAR AV	1	1.00	266.52	266.53
201-551-02-00	801 FLETCHER ST	4	1.00	305.30	305.30
201-551-03-00	807 FLETCHER ST	4	1.00	305.30	305.30
201-551-04-00	813 FLETCHER ST	4	1.00	305.30	305.30
201-551-05-00	819 FLETCHER ST	4	1.00	305.30	305.30
201-551-06-00	825 FLETCHER ST	4	1.00	305.30	305.30
201-551-07-00	831 FLETCHER ST	4	1.00	305.30	305.30
201-551-08-00	837 FLETCHER ST	4	1.00	305.30	305.30
201-551-09-00	843 FLETCHER ST	4	1.00	305.30	305.30
201-551-10-00	849 FLETCHER ST	4	1.00	305.30	305.30
201-551-11-00	864 BUTTE ST	4	1.00	305.30	305.30
201-551-12-00	858 BUTTE ST	4	1.00	305.30	305.30
201-551-13-00	852 BUTTE ST	4	1.00	305.30	305.30
201-551-14-00	846 BUTTE ST	4	1.00	305.30	305.30
201-551-15-00	840 BUTTE ST	4	1.00	305.30	305.30
201-551-16-00	385 THOMPSON DR	4	1.00	305.30	305.30
201-551-17-00	391 THOMPSON DR	4	1.00	305.30	305.30
201-551-18-00	397 THOMPSON DR	4	1.00	305.30	305.30
201-552-01-00	MAST AV	4	1.00	305.30	305.30
201-552-02-00	850 MAST AV	4	1.00	305.30	305.30
201-552-03-00	856 MAST AV	4	1.00	305.30	305.30
201-552-04-00	862 MAST AV	4	1.00	305.30	305.30
201-552-05-00	868 MAST AV	4	1.00	305.30	305.30
201-552-06-00	865 BUTTE ST	4	1.00	305.30	305.30
201-552-07-00	859 BUTTE ST	4	1.00	305.30	305.30
201-552-08-00	853 BUTTE ST	4	1.00	305.30	305.30
201-552-09-00	847 BUTTE ST	4	1.00	305.30	305.30
201-552-10-00	841 BUTTE ST	4	1.00	305.30	305.30
201-552-11-00	835 BUTTE ST	4	1.00	305.30	305.30

City of McFarland
Landscaping and Lighting District No. 1
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APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-553-01-00	385 PEERLESS ST	4	1.00	305.30	305.30
201-553-02-00	379 PEERLESS ST	4	1.00	305.30	305.30
201-553-03-00	373 PEERLESS ST	4	1.00	305.30	305.30
201-553-04-00	367 PEERLESS ST	4	1.00	305.30	305.30
201-553-05-00	361 PEERLESS ST	4	1.00	305.30	305.30
201-553-06-00	355 PEERLESS ST	4	1.00	305.30	305.30
201-553-07-00	349 PEERLESS ST	4	1.00	305.30	305.30
201-554-01-00	842 FLETCHER ST	4	1.00	305.30	305.30
201-554-02-00	836 FLETCHER ST	4	1.00	305.30	305.30
201-554-03-00	830 FLETCHER ST	4	1.00	305.30	305.30
201-554-04-00	824 FLETCHER ST	4	1.00	305.30	305.30
201-554-05-00	818 FLETCHER ST	4	1.00	305.30	305.30
201-554-06-00	812 FLETCHER ST	4	1.00	305.30	305.30
201-554-07-00	806 FLETCHER ST	4	1.00	305.30	305.30
201-554-08-00	800 FLETCHER ST	4	1.00	305.30	305.30
201-561-01-00	343 PEERLESS ST	4	1.00	305.30	305.30
201-561-02-00	337 PEERLESS ST	4	1.00	305.30	305.30
201-561-03-00	331 PEERLESS ST	4	1.00	305.30	305.30
201-561-04-00	325 PEERLESS ST	4	1.00	305.30	305.30
201-561-05-00	319 PEERLESS ST	4	1.00	305.30	305.30
201-561-06-00	313 PEERLESS ST	4	1.00	305.30	305.30
201-561-07-00	307 PEERLESS ST	4	1.00	305.30	305.30
201-561-08-00	301 PEERLESS ST	4	1.00	305.30	305.30
201-562-01-00	848 PRICE ST	4	1.00	305.30	305.30
201-562-02-00	844 PRICE ST	4	1.00	305.30	305.30
201-562-03-00	840 PRICE ST	4	1.00	305.30	305.30
201-562-04-00	836 PRICE ST	4	1.00	305.30	305.30
201-562-05-00	832 PRICE ST	4	1.00	305.30	305.30
201-562-06-00	828 PRICE ST	4	1.00	305.30	305.30
201-562-07-00	824 PRICE ST	4	1.00	305.30	305.30
201-562-08-00	820 PRICE ST	4	1.00	305.30	305.30
201-562-09-00	816 PRICE ST	4	1.00	305.30	305.30
201-562-10-00	812 PRICE ST	4	1.00	305.30	305.30
201-562-11-00	808 PRICE ST	4	1.00	305.30	305.30
201-562-12-00	804 PRICE ST	4	1.00	305.30	305.30
201-562-13-00	800 PRICE ST	4	1.00	305.30	305.30
201-562-14-00	801 PRICE ST	4	1.00	305.30	305.30
201-562-15-00	805 PRICE ST	4	1.00	305.30	305.30
201-562-16-00	809 PRICE ST	4	1.00	305.30	305.30
201-562-17-00	813 PRICE ST	4	1.00	305.30	305.30
201-562-18-00	817 PRICE ST	4	1.00	305.30	305.30
201-562-19-00	821 PRICE ST	4	1.00	305.30	305.30
201-562-20-00	825 PRICE ST	4	1.00	305.30	305.30
201-562-21-00	829 PRICE ST	4	1.00	305.30	305.30
201-562-22-00	828 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-23-00	824 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-24-00	820 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-25-00	816 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-26-00	812 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-27-00	808 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-28-00	804 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-29-00	800 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-30-00	801 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-31-00	805 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-32-00	809 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-33-00	813 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-34-00	817 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-35-00	821 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-36-00	825 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-562-37-00	829 GARDEN PRINCE CT	4	1.00	305.30	305.30
201-581-01-00	760 EBELL ST	1	1.00	266.52	266.53
201-581-02-00	766 EBELL ST	1	1.00	266.52	266.53
201-581-03-00	772 EBELL ST	1	1.00	266.52	266.53
201-581-04-00	778 EBELL ST	1	1.00	266.52	266.53

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-581-05-00	784 EBELL ST	1	1.00	266.52	266.53
201-581-06-00	790 EBELL ST	1	1.00	266.52	266.53
201-581-07-00	351 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-08-00	361 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-09-00	371 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-10-00	381 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-11-00	391 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-12-00	401 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-13-00	411 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-14-00	421 CHERRYWOOD ST	1	1.00	266.52	266.53
201-581-15-00	431 CHERRYWOOD ST	1	1.00	266.52	266.53
201-582-01-00	761 EBELL ST	1	1.00	266.52	266.53
201-582-02-00	767 EBELL ST	1	1.00	266.52	266.53
201-582-03-00	773 EBELL ST	1	1.00	266.52	266.53
201-582-04-00	779 EBELL ST	1	1.00	266.52	266.53
201-582-05-00	360 CHERRYWOOD ST	1	1.00	266.52	266.53
201-582-06-00	370 CHERRYWOOD ST	1	1.00	266.52	266.53
201-582-07-00	380 CHERRYWOOD ST	1	1.00	266.52	266.53
201-582-08-00	778 AZURITE AV	1	1.00	266.52	266.53
201-582-09-00	772 AZURITE AV	1	1.00	266.52	266.53
201-582-10-00	766 AZURITE AV	1	1.00	266.52	266.53
201-582-11-00	760 AZURITE AV	1	1.00	266.52	266.53
201-583-01-00	761 AZURITE AV	1	1.00	266.52	266.53
201-583-02-00	767 AZURITE AV	1	1.00	266.52	266.53
201-583-03-00	773 AZURITE AV	1	1.00	266.52	266.53
201-583-04-00	779 AZURITE AV	1	1.00	266.52	266.53
201-583-05-00	400 CHERRYWOOD ST	1	1.00	266.52	266.53
201-583-06-00	410 CHERRYWOOD ST	1	1.00	266.52	266.53
201-583-07-00	420 CHERRYWOOD ST	1	1.00	266.52	266.53
201-583-08-00	778 MISTY AV	1	1.00	266.52	266.53
201-583-09-00	772 MISTY AV	1	1.00	266.52	266.53
201-583-10-00	766 MISTY AV	1	1.00	266.52	266.53
201-583-11-00	760 MISTY AV	1	1.00	266.52	266.53
201-591-01-00	441 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-02-00	451 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-03-00	461 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-04-00	471 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-05-00	481 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-06-00	491 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-07-00	501 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-08-00	511 CHERRYWOOD ST	1	1.00	266.52	266.53
201-591-09-00	790 KYRA AV	1	1.00	266.52	266.53
201-591-10-00	796 KYRA AV	1	1.00	266.52	266.53
201-592-01-00	761 MISTY AV	1	1.00	266.52	266.53
201-592-02-00	767 MISTY AV	1	1.00	266.52	266.53
201-592-03-00	773 MISTY AV	1	1.00	266.52	266.53
201-592-04-00	779 MISTY AV	1	1.00	266.52	266.53
201-592-05-00	440 CHERRYWOOD ST	1	1.00	266.52	266.53
201-592-06-00	450 CHERRYWOOD ST	1	1.00	266.52	266.53
201-592-07-00	460 CHERRYWOOD ST	1	1.00	266.52	266.53
201-592-08-00	762 HAYDEN AV	1	1.00	266.52	266.53
201-592-09-00	756 HAYDEN AV	1	1.00	266.52	266.53
201-592-10-00	750 HAYDEN AV	1	1.00	266.52	266.53
201-592-11-00	744 HAYDEN AV	1	1.00	266.52	266.53
201-593-01-00	743 HAYDEN AV	1	1.00	266.52	266.53
201-593-02-00	749 HAYDEN AV	1	1.00	266.52	266.53
201-593-03-00	755 HAYDEN AV	1	1.00	266.52	266.53
201-593-04-00	761 HAYDEN AV	1	1.00	266.52	266.53
201-593-05-00	767 HAYDEN AV	1	1.00	266.52	266.53
201-593-06-00	773 HAYDEN AV	1	1.00	266.52	266.53
201-593-07-00	772 KYRA AV	1	1.00	266.52	266.53
201-593-08-00	766 KYRA AV	1	1.00	266.52	266.53
201-593-09-00	760 KYRA AV	1	1.00	266.52	266.53
201-593-10-00	754 KYRA AV	1	1.00	266.52	266.53

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APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-593-11-00	748 KYRA AV	1	1.00	266.52	266.53
201-593-12-00	742 KYRA AV	1	1.00	266.52	266.53
201-593-13-00	736 KYRA AV	1	1.00	266.52	266.53
201-593-14-00	730 KYRA AV	1	1.00	266.52	266.53
201-593-15-00	724 KYRA AV	1	1.00	266.52	266.53
201-593-16-00	718 KYRA AV	1	1.00	266.52	266.53
201-593-17-00	712 KYRA AV	1	1.00	266.52	266.53
201-593-18-00	706 KYRA AV	1	1.00	266.52	266.53
201-594-01-00	707 KYRA AV	1	1.00	266.52	266.53
201-594-02-00	713 KYRA AV	1	1.00	266.52	266.53
201-594-03-00	719 KYRA AV	1	1.00	266.52	266.53
201-594-04-00	725 KYRA AV	1	1.00	266.52	266.53
201-594-05-00	731 KYRA AV	1	1.00	266.52	266.53
201-594-06-00	737 KYRA AV	1	1.00	266.52	266.53
201-594-07-00	743 KYRA AV	1	1.00	266.52	266.53
201-594-08-00	749 KYRA AV	1	1.00	266.52	266.53
201-594-09-00	755 KYRA AV	1	1.00	266.52	266.53
201-594-10-00	761 KYRA AV	1	1.00	266.52	266.53
201-594-11-00	767 KYRA AV	1	1.00	266.52	266.53
201-594-12-00	773 KYRA AV	1	1.00	266.52	266.53
201-594-13-00	779 KYRA AV	1	1.00	266.52	266.53
201-594-14-00	785 KYRA AV	1	1.00	266.52	266.53
201-595-01-00	701 YAHUT ST	1	1.00	266.52	266.53
201-601-01-00	784 BERYL AV	1	1.00	266.52	266.53
201-601-02-00	778 BERYL AV	1	1.00	266.52	266.53
201-601-03-00	772 BERYL AV	1	1.00	266.52	266.53
201-601-04-00	766 BERYL AV	1	1.00	266.52	266.53
201-601-05-00	760 BERYL AV	1	1.00	266.52	266.53
201-601-06-00	754 BERYL AV	1	1.00	266.52	266.53
201-601-07-00	748 BERYL AV	1	1.00	266.52	266.53
201-601-08-00	742 BERYL AV	1	1.00	266.52	266.53
201-601-09-00	736 BERYL AV	1	1.00	266.52	266.53
201-601-10-00	730 BERYL AV	1	1.00	266.52	266.53
201-601-11-00	724 BERYL AV	1	1.00	266.52	266.53
201-601-12-00	718 BERYL AV	1	1.00	266.52	266.53
201-601-13-00	712 BERYL AV	1	1.00	266.52	266.53
201-601-14-00	706 BERYL AV	1	1.00	266.52	266.53
201-602-01-00	707 BERYL AV	1	1.00	266.52	266.53
201-602-02-00	713 BERYL AV	1	1.00	266.52	266.53
201-602-03-00	719 BERYL AV	1	1.00	266.52	266.53
201-602-04-00	725 BERYL AV	1	1.00	266.52	266.53
201-602-05-00	731 BERYL AV	1	1.00	266.52	266.53
201-602-06-00	737 BERYL AV	1	1.00	266.52	266.53
201-602-07-00	743 BERYL AV	1	1.00	266.52	266.53
201-602-08-00	749 BERYL AV	1	1.00	266.52	266.53
201-602-09-00	755 BERYL AV	1	1.00	266.52	266.53
201-602-10-00	761 BERYL AV	1	1.00	266.52	266.53
201-602-11-00	767 BERYL AV	1	1.00	266.52	266.53
201-602-12-00	773 BERYL AV	1	1.00	266.52	266.53
201-602-13-00	779 BERYL AV	1	1.00	266.52	266.53
201-602-14-00	785 BERYL AV	1	1.00	266.52	266.53
201-602-15-00	784 TOPAZ AV	1	1.00	266.52	266.53
201-602-16-00	778 TOPAZ AV	1	1.00	266.52	266.53
201-602-17-00	772 TOPAZ AV	1	1.00	266.52	266.53
201-602-18-00	766 TOPAZ AV	1	1.00	266.52	266.53
201-602-19-00	760 TOPAZ AV	1	1.00	266.52	266.53
201-602-20-00	754 TOPAZ AV	1	1.00	266.52	266.53
201-602-21-00	748 TOPAZ AV	1	1.00	266.52	266.53
201-602-22-00	742 TOPAZ AV	1	1.00	266.52	266.53
201-602-23-00	736 TOPAZ AV	1	1.00	266.52	266.53
201-602-24-00	730 TOPAZ AV	1	1.00	266.52	266.53
201-602-25-00	724 TOPAZ AV	1	1.00	266.52	266.53
201-602-26-00	718 TOPAZ AV	1	1.00	266.52	266.53
201-602-27-00	712 TOPAZ AV	1	1.00	266.52	266.53

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201-602-28-00	706 TOPAZ AV	1	1.00	266.52	266.53
201-603-01-00	707 TOPAZ AV	1	1.00	266.52	266.53
201-603-02-00	713 TOPAZ AV	1	1.00	266.52	266.53
201-603-03-00	719 TOPAZ AV	1	1.00	266.52	266.53
201-603-04-00	725 TOPAZ AV	1	1.00	266.52	266.53
201-603-05-00	731 TOPAZ AV	1	1.00	266.52	266.53
201-603-06-00	737 TOPAZ AV	1	1.00	266.52	266.53
201-603-07-00	743 TOPAZ AV	1	1.00	266.52	266.53
201-603-08-00	749 TOPAZ AV	1	1.00	266.52	266.53
201-603-09-00	755 TOPAZ AV	1	1.00	266.52	266.53
201-603-10-00	761 TOPAZ AV	1	1.00	266.52	266.53
201-603-11-00	760 TAYLOR AV	1	1.00	266.52	266.53
201-603-12-00	754 TAYLOR AV	1	1.00	266.52	266.53
201-603-13-00	748 TAYLOR AV	1	1.00	266.52	266.53
201-603-14-00	742 TAYLOR AV	1	1.00	266.52	266.53
201-603-15-00	736 TAYLOR AV	1	1.00	266.52	266.53
201-603-16-00	730 TAYLOR AV	1	1.00	266.52	266.53
201-603-17-00	724 TAYLOR AV	1	1.00	266.52	266.53
201-603-18-00	718 TAYLOR AV	1	1.00	266.52	266.53
201-603-19-00	712 TAYLOR AV	1	1.00	266.52	266.53
201-603-20-00	706 TAYLOR AV	1	1.00	266.52	266.53
201-604-01-00	790 TAYLOR AV	1	1.00	266.52	266.53
201-604-02-00	784 TAYLOR AV	1	1.00	266.52	266.53
201-604-04-00	772 TAYLOR AV	1	1.00	266.52	266.53
201-604-05-00	766 TAYLOR AV	1	1.00	266.52	266.53
201-604-06-00	767 TOPAZ AV	1	1.00	266.52	266.53
201-604-07-00	773 TOPAZ AV	1	1.00	266.52	266.53
201-604-08-00	779 TOPAZ AV	1	1.00	266.52	266.53
201-604-09-00	785 TOPAZ AV	1	1.00	266.52	266.53
201-604-10-00	733 YAHUT ST	1	1.00	266.52	266.53
201-604-11-00	729 YAHUT ST	1	1.00	266.52	266.53
201-604-12-00	725 YAHUT ST	1	1.00	266.52	266.53
201-604-13-00	721 YAHUT ST	1	1.00	266.52	266.53
201-604-14-00	717 YAHUT ST	1	1.00	266.52	266.53
201-604-15-00	713 YAHUT ST	1	1.00	266.52	266.53
201-604-16-00	709 YAHUT ST	1	1.00	266.52	266.53
201-604-17-00	705 YAHUT ST	1	1.00	266.52	266.53
201-611-01-00	384 CARMEL ST	4	1.00	305.30	305.30
201-611-02-00	378 CARMEL ST	4	1.00	305.30	305.30
201-611-03-00	372 CARMEL ST	4	1.00	305.30	305.30
201-611-04-00	366 CARMEL ST	4	1.00	305.30	305.30
201-611-05-00	360 CARMEL ST	4	1.00	305.30	305.30
201-611-06-00	354 CARMEL ST	4	1.00	305.30	305.30
201-611-07-00	348 CARMEL ST	4	1.00	305.30	305.30
201-612-01-00	874 MAST AV	4	1.00	305.30	305.30
201-612-02-00	880 MAST AV	4	1.00	305.30	305.30
201-612-03-00	886 MAST AV	4	1.00	305.30	305.30
201-612-04-00	892 MAST AV	4	1.00	305.30	305.30
201-612-05-00	898 MAST AV	4	1.00	305.30	305.30
201-612-06-00	372 MISSION ST	4	1.00	305.30	305.30
201-612-07-00	368 MISSION ST	4	1.00	305.30	305.30
201-612-08-00	364 MISSION ST	4	1.00	305.30	305.30
201-612-09-00	360 MISSION ST	4	1.00	305.30	305.30
201-612-10-00	356 MISSION ST	4	1.00	305.30	305.30
201-612-11-00	352 MISSION ST	4	1.00	305.30	305.30
201-612-12-00	348 MISSION ST	4	1.00	305.30	305.30
201-612-13-00	344 MISSION ST	4	1.00	305.30	305.30
201-612-14-00	340 MISSION ST	4	1.00	305.30	305.30
201-612-15-00	336 MISSION ST	4	1.00	305.30	305.30
201-612-16-00	332 MISSION ST	4	1.00	305.30	305.30
201-612-17-00	349 CARMEL ST	4	1.00	305.30	305.30
201-612-18-00	355 CARMEL ST	4	1.00	305.30	305.30
201-612-19-00	361 CARMEL ST	4	1.00	305.30	305.30
201-612-20-00	367 CARMEL ST	4	1.00	305.30	305.30

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APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-612-21-00	373 CARMEL ST	4	1.00	305.30	305.30
201-612-22-00	379 CARMEL ST	4	1.00	305.30	305.30
201-612-23-00	385 CARMEL ST	4	1.00	305.30	305.30
201-612-24-00	391 CARMEL ST	4	1.00	305.30	305.30
201-612-25-00	889 BUTTE ST	4	1.00	305.30	305.30
201-612-26-00	883 BUTTE ST	4	1.00	305.30	305.30
201-612-27-00	877 BUTTE ST	4	1.00	305.30	305.30
201-612-28-00	871 BUTTE ST	4	1.00	305.30	305.30
201-613-01-00	385 MISSION ST	4	1.00	305.30	305.30
201-613-02-00	381 MISSION ST	4	1.00	305.30	305.30
201-613-03-00	377 MISSION ST	4	1.00	305.30	305.30
201-613-04-00	373 MISSION ST	4	1.00	305.30	305.30
201-613-05-00	369 MISSION ST	4	1.00	305.30	305.30
201-613-06-00	365 MISSION ST	4	1.00	305.30	305.30
201-613-07-00	361 MISSION ST	4	1.00	305.30	305.30
201-613-08-00	357 MISSION ST	4	1.00	305.30	305.30
201-613-09-00	353 MISSION ST	4	1.00	305.30	305.30
201-613-10-00	349 MISSION ST	4	1.00	305.30	305.30
201-613-11-00	345 MISSION ST	4	1.00	305.30	305.30
201-613-12-00	341 MISSION ST	4	1.00	305.30	305.30
201-613-13-00	337 MISSION ST	4	1.00	305.30	305.30
201-621-01-00	342 CARMEL ST	4	1.00	305.30	305.30
201-621-02-00	336 CARMEL ST	4	1.00	305.30	305.30
201-621-03-00	CARMEL ST	4	1.00	305.30	305.30
201-621-04-00	CARMEL ST	4	1.00	305.30	305.30
201-621-05-00	318 CARMEL ST	4	1.00	305.30	305.30
201-621-06-00	312 CARMEL ST	4	1.00	305.30	305.30
201-621-07-00	306 CARMEL ST	4	1.00	305.30	305.30
201-621-08-00	300 CARMEL ST	4	1.00	305.30	305.30
201-622-01-00	343 CARMEL ST	4	1.00	305.30	305.30
201-622-02-00	337 CARMEL ST	4	1.00	305.30	305.30
201-622-03-00	331 CARMEL ST	4	1.00	305.30	305.30
201-622-04-00	325 CARMEL ST	4	1.00	305.30	305.30
201-622-05-00	319 CARMEL ST	4	1.00	305.30	305.30
201-622-06-00	313 CARMEL ST	4	1.00	305.30	305.30
201-622-07-00	307 CARMEL ST	4	1.00	305.30	305.30
201-622-08-00	301 CARMEL ST	4	1.00	305.30	305.30
201-622-09-00	300 MISSION ST	4	1.00	305.30	305.30
201-622-10-00	304 MISSION ST	4	1.00	305.30	305.30
201-622-11-00	308 MISSION ST	4	1.00	305.30	305.30
201-622-12-00	312 MISSION ST	4	1.00	305.30	305.30
201-622-13-00	316 MISSION ST	4	1.00	305.30	305.30
201-622-14-00	320 MISSION ST	4	1.00	305.30	305.30
201-622-15-00	324 MISSION ST	4	1.00	305.30	305.30
201-622-16-00	328 MISSION ST	4	1.00	305.30	305.30
201-623-01-00	333 MISSION ST	4	1.00	305.30	305.30
201-623-02-00	329 MISSION ST	4	1.00	305.30	305.30
201-623-03-00	325 MISSION ST	4	1.00	305.30	305.30
201-623-04-00	321 MISSION ST	4	1.00	305.30	305.30
201-623-05-00	317 MISSION ST	4	1.00	305.30	305.30
201-623-06-00	313 MISSION ST	4	1.00	305.30	305.30
201-623-07-00	309 MISSION ST	4	1.00	305.30	305.30
201-623-08-00	305 MISSION ST	4	1.00	305.30	305.30
201-623-09-00	301 MISSION ST	4	1.00	305.30	305.30
201-623-10-00	888 PRICE ST	4	1.00	305.30	305.30
201-623-11-00	884 PRICE ST	4	1.00	305.30	305.30
201-623-12-00	880 PRICE ST	4	1.00	305.30	305.30
201-623-13-00	876 PRICE ST	4	1.00	305.30	305.30
201-623-14-00	872 PRICE ST	4	1.00	305.30	305.30
201-623-15-00	868 PRICE ST	4	1.00	305.30	305.30
201-623-16-00	864 PRICE ST	4	1.00	305.30	305.30
201-623-17-00	860 PRICE ST	4	1.00	305.30	305.30
201-623-18-00	856 PRICE ST	4	1.00	305.30	305.30
201-623-19-00	852 PRICE ST	4	1.00	305.30	305.30

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APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-641-01-00	1021 HAIL LN	2	1.00	111.88	111.88
201-641-02-00	1017 HAIL LN	2	1.00	111.88	111.88
201-641-03-00	1013 HAIL LN	2	1.00	111.88	111.88
201-641-04-00	1009 HAIL LN	2	1.00	111.88	111.88
201-641-05-00	1005 HAIL LN	2	1.00	111.88	111.88
201-641-06-00	1001 HAIL LN	2	1.00	111.88	111.88
201-641-07-00	821 ACAPULCO DR	2	1.00	111.88	111.88
201-641-08-00	817 ACAPULCO DR	2	1.00	111.88	111.88
201-641-09-00	813 ACAPULCO DR	2	1.00	111.88	111.88
201-641-10-00	809 ACAPULCO DR	2	1.00	111.88	111.88
201-641-11-00	805 ACAPULCO DR	2	1.00	111.88	111.88
201-641-12-00	801 ACAPULCO DR	2	1.00	111.88	111.88
201-642-01-00	800 ACAPULCO DR	2	1.00	111.88	111.88
201-642-02-00	804 ACAPULCO DR	2	1.00	111.88	111.88
201-642-03-00	808 ACAPULCO DR	2	1.00	111.88	111.88
201-642-04-00	812 ACAPULCO DR	2	1.00	111.88	111.88
201-642-05-00	816 ACAPULCO DR	2	1.00	111.88	111.88
201-642-06-00	820 ACAPULCO DR	2	1.00	111.88	111.88
201-642-07-00	921 HAIL LN	2	1.00	111.88	111.88
201-642-08-00	917 HAIL LN	2	1.00	111.88	111.88
201-642-09-00	913 HAIL LN	2	1.00	111.88	111.88
201-642-10-00	909 HAIL LN	2	1.00	111.88	111.88
201-642-11-00	905 HAIL LN	2	1.00	111.88	111.88
201-642-12-00	901 HAIL LN	2	1.00	111.88	111.88
201-642-13-00	817 HAIL LN	2	1.00	111.88	111.88
201-642-14-00	813 HAIL LN	2	1.00	111.88	111.88
201-642-15-00	809 HAIL LN	2	1.00	111.88	111.88
201-642-16-00	805 HAIL LN	2	1.00	111.88	111.88
201-642-17-00	801 HAIL LN	2	1.00	111.88	111.88
201-650-01-00	824 RIO SANTANA CT	2	1.00	111.88	111.88
201-650-02-00	820 RIO SANTANA CT	2	1.00	111.88	111.88
201-650-03-00	816 RIO SANTANA CT	2	1.00	111.88	111.88
201-650-04-00	812 RIO SANTANA CT	2	1.00	111.88	111.88
201-650-05-00	808 RIO SANTANA CT	2	1.00	111.88	111.88
201-650-06-00	701 COZUMEL CT	2	1.00	111.88	111.88
201-650-07-00	705 COZUMEL CT	2	1.00	111.88	111.88
201-650-08-00	709 COZUMEL CT	2	1.00	111.88	111.88
201-650-09-00	713 COZUMEL CT	2	1.00	111.88	111.88
201-650-10-00	717 COZUMEL CT	2	1.00	111.88	111.88
201-650-11-00	721 COZUMEL CT	2	1.00	111.88	111.88
201-650-12-00	725 COZUMEL CT	2	1.00	111.88	111.88
201-650-13-00	729 COZUMEL CT	2	1.00	111.88	111.88
201-650-14-00	733 COZUMEL CT	2	1.00	111.88	111.88
201-650-15-00	736 COZUMEL CT	2	1.00	111.88	111.88
201-650-16-00	732 COZUMEL CT	2	1.00	111.88	111.88
201-650-17-00	728 COZUMEL CT	2	1.00	111.88	111.88
201-650-18-00	724 COZUMEL CT	2	1.00	111.88	111.88
201-650-19-00	720 COZUMEL CT	2	1.00	111.88	111.88
201-650-20-00	716 COZUMEL CT	2	1.00	111.88	111.88
201-650-21-00	712 COZUMEL CT	2	1.00	111.88	111.88
201-650-22-00	708 COZUMEL CT	2	1.00	111.88	111.88
201-650-23-00	704 COZUMEL CT	2	1.00	111.88	111.88
201-660-01-00	812 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-02-00	808 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-03-00	804 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-04-00	800 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-05-00	728 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-06-00	724 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-07-00	720 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-08-00	716 CABO SAN LUCS CT	2	1.00	111.88	111.88
201-660-09-00	712 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-10-00	708 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-11-00	704 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-12-00	700 CABO SAN LUCAS CT	2	1.00	111.88	111.88

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APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-660-13-00	701 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-14-00	705 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-15-00	709 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-16-00	713 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-17-00	717 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-660-18-00	721 CABO SAN LUCAS	2	1.00	111.88	111.88
201-660-19-00	725 CABO SAN LUCAS	2	1.00	111.88	111.88
201-671-01-00	725 ENSENATA DR	2	1.00	111.88	111.88
201-671-02-00	729 ENSENATA DR	2	1.00	111.88	111.88
201-671-03-00	733 ENSENATA DR	2	1.00	111.88	111.88
201-671-04-00	737 ENSENATA DR	2	1.00	111.88	111.88
201-671-05-00	741 ENSENATA DR	2	1.00	111.88	111.88
201-672-01-00	724 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-02-00	720 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-03-00	716 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-04-00	712 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-05-00	708 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-06-00	704 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-07-00	700 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-08-00	701 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-09-00	705 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-10-00	709 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-11-00	713 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-12-00	717 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-13-00	721 RIO CARIBE CT	2	1.00	111.88	111.88
201-672-14-00	725 RIO CARIBE CT	2	1.00	111.88	111.88
201-681-01-00	725 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-01-00	801 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-02-00	805 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-03-00	809 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-04-00	813 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-05-00	817 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-06-00	821 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-07-00	825 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-08-00	829 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-09-00	828 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-10-00	824 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-11-00	820 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-12-00	816 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-13-00	812 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-682-14-00	808 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-683-01-00	837 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-02-00	833 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-03-00	829 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-04-00	825 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-05-00	821 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-06-00	817 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-07-00	813 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-683-08-00	809 CABO SAN LUCAS CT	2	1.00	111.88	111.88
201-690-01-00	828 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-02-00	824 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-03-00	820 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-04-00	816 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-05-00	812 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-06-00	808 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-07-00	804 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-08-00	800 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-09-00	801 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-10-00	805 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-11-00	809 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-12-00	813 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-13-00	817 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-14-00	821 SAN MIGUEL CT	2	1.00	111.88	111.88
201-690-15-00	825 SAN MIGUEL CT	2	1.00	111.88	111.88

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-701-01-00	701 ENSENATA DR	2	1.00	111.88	111.88
201-701-02-00	705 ENSENATA DR	2	1.00	111.88	111.88
201-701-03-00	709 ENSENATA DR	2	1.00	111.88	111.88
201-701-04-00	713 ENSENATA DR	2	1.00	111.88	111.88
201-701-05-00	717 ENSENATA DR	2	1.00	111.88	111.88
201-701-06-00	721 ENSENATA DR	2	1.00	111.88	111.88
201-702-01-00	724 LA PAZ CT	2	1.00	111.88	111.88
201-702-02-00	720 LA PAZ CT	2	1.00	111.88	111.88
201-702-03-00	716 LA PAZ CT	2	1.00	111.88	111.88
201-702-04-00	712 LA PAZ CT	2	1.00	111.88	111.88
201-702-05-00	708 LA PAZ CT	2	1.00	111.88	111.88
201-702-06-00	704 LA PAZ CT	2	1.00	111.88	111.88
201-702-07-00	700 LA PAZ CT	2	1.00	111.88	111.88
201-702-08-00	701 LA PAZ CT	2	1.00	111.88	111.88
201-702-09-00	705 LA PAZ CT	2	1.00	111.88	111.88
201-702-10-00	709 LA PAZ CT	2	1.00	111.88	111.88
201-702-11-00	713 LA PAZ CT	2	1.00	111.88	111.88
201-702-12-00	717 LA PAZ CT	2	1.00	111.88	111.88
201-702-13-00	721 LA PAZ CT	2	1.00	111.88	111.88
201-702-14-00	725 LA PAZ CT	2	1.00	111.88	111.88
201-710-01-00	721 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-710-02-00	717 COSTA ALSSA CT	2	1.00	111.88	111.88
201-710-03-00	713 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-710-04-00	709 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-710-05-00	705 CASTA ALYSSA CT	2	1.00	111.88	111.88
201-710-06-00	701 COSTA ALYSSA CT	2	1.00	111.88	111.88
201-710-07-00	837 QUINTANA CT	2	1.00	111.88	111.88
201-710-08-00	833 QUINTANA CT	2	1.00	111.88	111.88
201-710-09-00	829 QUINTANA CT	2	1.00	111.88	111.88
201-710-10-00	825 QUINTANA CT	2	1.00	111.88	111.88
201-710-11-00	821 QUINTANA CT	2	1.00	111.88	111.88
201-710-12-00	817 QUINTANA CT	2	1.00	111.88	111.88
201-710-13-00	813 QUINTANA CT	2	1.00	111.88	111.88
201-710-14-00	809 QUINTANA CT	2	1.00	111.88	111.88
201-710-15-00	805 QUINTANA CT	2	1.00	111.88	111.88
201-710-16-00	801 QUINTANA CT	2	1.00	111.88	111.88
201-710-17-00	800 QUINTANA CT	2	1.00	111.88	111.88
201-710-18-00	804 QUINTANA CT	2	1.00	111.88	111.88
201-710-19-00	808 QUINTANA CT	2	1.00	111.88	111.88
201-710-20-00	812 QUINTANA CT	2	1.00	111.88	111.88
201-710-21-00	816 QUINTANA CT	2	1.00	111.88	111.88
201-710-22-00	820 QUINTANA CT	2	1.00	111.88	111.88
201-710-23-00	824 QUINTANA CT	2	1.00	111.88	111.88
201-730-01-00	OLINDA CT	2	1.00	111.88	111.88
201-730-02-00	OLINDA CT	2	1.00	111.88	111.88
201-730-03-00	OLINDA CT	2	1.00	111.88	111.88
201-730-04-00	OLINDA CT	2	1.00	111.88	111.88
201-730-05-00	OLINDA CT	2	1.00	111.88	111.88
201-730-06-00	OLINDA CT	2	1.00	111.88	111.88
201-730-07-00	OLINDA CT	2	1.00	111.88	111.88
201-730-08-00	OLINDA CT	2	1.00	111.88	111.88
201-730-09-00	OLINDA CT	2	1.00	111.88	111.88
201-730-10-00	OLINDA CT	2	1.00	111.88	111.88
201-730-11-00	905 OLINDA CT	2	1.00	111.88	111.88
201-730-12-00	OLINDA CT	2	1.00	111.88	111.88
201-730-13-00	HAIL LN	2	1.00	111.88	111.88
201-730-14-00	914 HAIL LN	2	1.00	111.88	111.88
201-730-15-00	918 HAIL LN	2	1.00	111.88	111.88
201-730-16-00	HAIL LN	2	1.00	111.88	111.88
201-730-17-00	HAIL LN	2	1.00	111.88	111.88
201-730-18-00	HAIL LN	2	1.00	111.88	111.88
201-741-01-00	901 LIMA CT	2	1.00	111.88	111.88
201-741-02-00	905 LIMA CT	2	1.00	111.88	111.88
201-741-03-00	909 LIMA CT	2	1.00	111.88	111.88

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
201-741-04-00	913 LIMA CT	2	1.00	111.88	111.88
201-741-05-00	917 LIMA CT	2	1.00	111.88	111.88
201-741-06-00	921 LIMA CT	2	1.00	111.88	111.88
201-741-07-00	920 LIMA CT	2	1.00	111.88	111.88
201-741-08-00	916 LIMA CT	2	1.00	111.88	111.88
201-741-09-00	912 LIMA CT	2	1.00	111.88	111.88
201-741-10-00	908 LIMA CT	2	1.00	111.88	111.88
201-741-11-00	904 LIMA CT	2	1.00	111.88	111.88
201-741-12-00	900 LIMA CT	2	1.00	111.88	111.88
201-742-01-00	962 VALENCIA DR	2	1.00	111.88	111.88
201-742-02-00	958 VALENCIA	2	1.00	111.88	111.88
201-742-03-00	954 VALENCIA	2	1.00	111.88	111.88
201-742-04-00	950 VALENCIA	2	1.00	111.88	111.88
201-751-01-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-02-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-03-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-04-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-05-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-06-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-07-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-08-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-751-09-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-01-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-02-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-03-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-04-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-05-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-06-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-07-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-08-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-752-09-00	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-01-00-2	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-02-00-5	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-03-00-8	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-04-00-1	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-05-00-4	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-06-00-7	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-07-00-0	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-08-00-3	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-09-00-6	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-10-00-8	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-11-00-1	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-12-00-4	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-13-00-7	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-14-00-0	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-15-00-3	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-16-00-6	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-17-00-9	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-18-00-2	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-19-00-5	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-20-00-7	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-21-00-0	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-22-00-3	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-23-00-6	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-24-00-9	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-25-00-2	NO SITUS AVAILABLE	2	1.00	111.88	111.88
201-770-26-00-5	NO SITUS AVAILABLE	2	1.00	111.88	111.88

Summary Fields		Value
APN Total Count:		697
EBU Total Sum:		748.12
Zone 1 Charge:		$71,160.84
Zone 2 Charge:		$33,801.16
Zone 4 Charge:		$54,648.70

City of McFarland
Landscaping and Lighting District No. 1
Preliminary Roll (Sorted by APN)
Fiscal Year 2023/2024

APN	Situs Address	Zone	Benefit Unit	Applied Special Assessment	Maximum Special Assessment
Charge Total Sum:		**$159,610.70**			

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0064 A resolution of the City Council of the City of McFarland Directing Staff to Take Actions Necessary to Refund the 2010 Water and Wastewater Revenue Bonds.

SUMMARY:

Background on 2010 Revenue Bonds

In October of 2010, the City (through its Financing Authority) issued Water and Wastewater Revenue Bonds (the "2010 Bonds") in the amount of $7,500,000 for water and wastewater system improvements. Currently outstanding in the amount of $5,525,000, the 2010 Bonds have interest rates ranging from 4.25% to 5.00%. The proposed 2023 refunding can potentially generate a debt service savings in the estimated total amount of approximately $432,696 (with a 5.8% net present value savings percentage). The 2023 refunding will be structured as a "direct placement" issue, with one bank acting as the purchaser of all of the bonds.

Background on Debt Management Policy

Local agencies in California that wish to enter into debt financing transactions must have a debt management policy that is compliant with SB 1029 (2016), which became effective on January 1, 2017. The resolution being considered tonight by the Council would have the City adopt a SB 1029-compliant debt management policy, in anticipation of entering into a financing transaction with a direct placement lender for the refinancing.

Analysis

Prior to entering into a refinancing of the 2010 Bonds, the City will need to submit to the California Debt and Investment Advisory Commission (CDIAC) a preliminary report of debt issuance which will include a certification that the City has adopted a debt policy that meets the requirements of SB 1029, which became effective on January 1, 2017, and which are found in California Government Code 8855. Adoption of the debt policy by the Council is required for compliance with the legislation.

In accordance with Government Code 8855, a local debt policy must include all of the following:

(A) The purposes for which the debt proceeds may be used.
(B) The types of debt that may be issued.
(C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
(D) Policy goals related to the issuer's planning goals and objectives.
(E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

The contemplated debt management policy has been reviewed by the City's financing team and meets all of these requirements.

FINANCIAL IMPACT:

By issuing direct placement bonds to refund the outstanding 2010 Bonds, the City will save approximately $432,696 in total interest costs over the remaining life of the Bonds (final term date will be shortened by one year to retire 2010 Bonds early). All costs of bond issuance will be paid from the loan proceeds, and the estimated total interest cost savings is net of such issuance costs.

RECOMMENDATION:

That the City Council approve Resolution 2023-0064 of the City Council of the City of McFarland, directing the City Manager, Finance Director and each of their designees to work with Stradling Yocca Carlson & Rauth, as Bond Counsel, Isom Advisors as Municipal Advisor, and Oppenheimer & Co. Inc., as Placement Agent in order to provide such services to the City as may be required to refund the McFarland Public Financing Authority's outstanding 2010 Revenue Bonds with a direct placement (also known as a private sale), to present all related agreements to the City Council of the City for approval at a future meeting, and to approve a Debt Management Policy.

Actions Following Approval

Placement Agent will obtain term sheets from a pool of direct placement lenders. Designated City staff in consultation with their municipal advisor, will select a lender based on the results of the obtained term sheets. Bond Counsel will prepare the necessary refunding resolution and loan documents to be brought back to the Council for approval at the June 8th Council meeting.

ATTACHMENT:

1. Resolution No. 2023-0064
2. Debt Management Policy
3. Consulting Services Agreement with Isom Advisors
4. Financing Schedule for Refunding Revenue Bonds

RESOLUTION NO. 2023-0064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DIRECTING STAFF TO TAKE ACTIONS NECESSARY TO REFUND THE 2010 WATER AND WASTEWATER REVENUE BONDS

WHEREAS, the City of McFarland (the "**City**") is a member of the McFarland Public Financing Authority (the "**Authority**"), a joint exercise of powers agency; and

WHEREAS, in 2010, the Authority issued its Revenue Bonds, 2010 Series A (Water and Wastewater Financing Projects) (the "**2010 Bonds**"), to finance certain capital improvements to the City's water and wastewater system; and

WHEREAS, the 2010 Bonds are payable from net revenues of the City's water and wastewater system; and

WHEREAS, the City desires to refund the 2010 Bonds for debt service savings; and

WHEREAS, in order to provide a source of funds to refund the 2010 Bonds, the City desires to issue refunding bonds and/or enter into an installment purchase agreement (either such alternative being referred to herein as the "**Bonds**"); and

WHEREAS, in order to provide for the issuance of the Bonds, City staff, under the direction of the City Manager, and with the assistance of certain attorneys, consultants and other third parties designated in Section 3 hereof, are directed to evaluate the feasibility of and take actions needed to proceed with the refunding of all or a portion of the 2010 Bonds through issuance of the Bonds; and

WHEREAS, prior to and as a condition to issuance of the Bonds, the City Council of the City must authorize the issuance of the Bonds and the forms of documents related to the Bonds at a future public meeting; 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 City Manager, the Finance Director and each of their designees are hereby authorized and directed to work with the attorneys, consultants and third parties designated in Section 3 below to take all actions necessary and appropriate to present the Bonds and related agreements to the City Council of the City for approval at a future meeting.

2) In the event that the City determines that it is in its best interests to undertake a private sale of the Bonds, the City Manager is hereby authorized to negotiate the terms of the sale of the Bonds with a lender or purchaser as determined by the City Manager, and to execute any documents necessary to effect such sale upon the terms so negotiated.

3) The City Council hereby approves and appoints each of: (i) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel; (ii) Isom Advisors, as Municipal Advisor; (iii) and Oppenheimer & Co. Inc., as Placement Agent, to

provide such services to the City as may be required to issue the Bonds. The City Manager, the Finance Director and each of their designees are hereby authorized to enter into contracts or to sign such other documentation as is necessary or appropriate to evidence such engagements and retain such services in connection with the Bonds.

4) The City Council hereby approves the Debt Management Policy presented at this meeting as the local debt policy of the City in accordance with Government Code Section 8855(i).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 11th day of May, 2023 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

_____
Sarah Drake, Deputy 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.

_____
Sarah Drake, Deputy City Clerk

DEBT MANAGEMENT POLICY

This Debt Management Policy of the City of McFarland (the "**City**") is intended to serve as the local debt policy of the City, the McFarland Public Financing Authority and other entities formed by the City, such as community facilities districts, if any, in accordance with Government Code Section 8855(i). This Debt Management Policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the City. Any approval of debt by the City Council that is not consistent with this Debt Management Policy shall constitute a waiver of this Debt Management Policy.

Findings

This Debt Management Policy shall govern all debt undertaken by the City.

The City hereby recognizes that a fiscally prudent debt policy is required to:

- Maintain the City's sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City's credit-worthiness.
- Ensure that all debt is structured to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City's debt is consistent with the City's planning goals and objectives and capital improvement program or budget, as applicable.

Policies

A. Purposes for Which Debt May Be Issued

1) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City.

a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the City and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt to produce debt service savings or to realize the benefits of a debt restructuring.

b) Long-term debt financings are not appropriate for current operating expenses and routine maintenance expenses.

c) The City may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the City Council.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the projects being financed.
- The City estimates that sufficient revenues will be available to service the debt through its maturity.
- The City determines that the issuance of the debt will comply with the applicable state and federal law.

2) Short-term debt. Short-term debt may be issued to provide financing for the City's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment.

3) Financings on Behalf of Other Entities. The City may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties to further the public purposes of the City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

B. Types of Debt

The following types of debt are permissible under this Debt Management Policy:

- general obligation bonds.
- bond or grant anticipation notes.
- tax and revenue anticipation notes.
- lease revenue bonds, certificates of participation and lease-purchase transactions.
- other revenue bonds (including enterprise and sales tax revenue bonds) and certificates of participation.
- pension obligation bonds.
- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes.

- tax increment financing to the extent permitted under state law.

- joint powers authority bonds secured by lease or installment purchase agreements between the City and the McFarland Public Financing Authority or another joint powers authority.

- conduit financings, such as financings for affordable rental housing and qualified 501c3 organizations.

The City may from time to time find that other forms of debt would be beneficial to further its public purposes, and the City Council may approve such debt without an amendment of this Debt Management Policy.

Debt shall be issued as fixed rate debt unless the City makes a specific determination as to why a variable rate issuance would be beneficial to the City in a specific circumstance.

C. Relationship of Debt to Capital Improvement Program and Budget

New debt issuances, and refinancing of existing debt, must be analyzed for compatibility within the City's Capital Improvement Plan; for example, debt should be issued roughly contemporaneously to when funds are needed to finance capital projects.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The City is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Management Policy and to implement policy decisions incorporated in the City's financial plans and its annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations: (i) minimum net present value debt

service savings equal to or greater than 3.0% of the refunded principal amount; and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Management Policy, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues.
- the City's investment policies as they relate to the investment of bond proceeds.
- continuing disclosure compliance obligations under continuing disclosure agreements entered into in connection with the issuance of debt.

It is the policy of the City to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or the Finance Director. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the Finance Director shall retain records of all expenditures of proceeds through the final payment date for the debt.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and the City of McFarland ("City").

RECITALS

WHEREAS, City wishes to issue certain bonds (the "Bonds") and desires that Advisor provide to City certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to City certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES**. City hereby retains Advisor to perform (i) the financial advisory services set forth on Exhibit A hereto ("the Financial Advisory Services"); (iv) the Continuing Disclosure services set forth on Exhibit B hereto (the "Continuing Disclosure Services"); and (iii) the Annual Debt Transparency Report ("ADTR") services set forth on Exhibit C hereto (the "ADTR Services"); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS**. This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the "Term") or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION**. Compensation for the Consulting Services provided to City pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the successful closing of the financing with exception to Continuing Disclosure Services and ADTR services. Fees for Continuing Disclosure Services and ADTR services shall be paid from the City's general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the City resulting from the sale of Bonds.

a. Fees.

i. For Financial Advisory Services, City shall pay to Advisor a fee of not to exceed Seventy Thousand Dollars ($70,000) for each series of Bonds sold, payable upon

the closing of each series of Bonds (including, without limitation, the first). For Bonds sold via private placement, the fee shall be not to exceed Forty Thousand Dollars ($40,000).

ii. For Continuing Disclosure Services, should City utilize this service, shall pay an annual fee of Three Thousand Dollars ($3,000) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds.

iii. For Annual Debt Transparency Report ("ADTR") services, the City shall pay an annual fee of Two Hundred Fifty Dollars ($250) per report filing, for the documentation and filing of the requirements pursuant to SB 1029, which requires individual filings for each debt issuance to be completed by January 31st of each year.

b. Expenses.

i. City shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed $2,500. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. City.

i. Access to Personnel. City will cooperate with Advisor by providing opportunities to consult with City personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. City agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. City agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. City agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Non-Discrimination. Advisor shall not discriminate on the basis of a person's actual or perceived race, religious, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

5. **TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. Notwithstanding the foregoing, if City terminates this Agreement without cause ninety days (90) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to receive (i) the full fee as set forth in Section 3 with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by City to Advisor upon City's receipt of proceeds resulting from the sale of such Bonds.

c. The City agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the City for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. **LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to City for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's

liability to pay damages for any damages, losses and claims incurred by City, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. City Liability. The parties agree that City's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. City shall be solely liable for any finally determined damages in connection with this Agreement for which City is deemed liable.

d. Limitation of City Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of City, City's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Advisor under this Agreement. In addition, City will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of $1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to City duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City. Notwithstanding any commitment on the part of the insurer to provide such notice to the City, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which City shall be entitled to full indemnification under the Agreement.

Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

8. **CONFIDENTIALITY OF INFORMATION**. It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of City. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to City. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable City to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS**.

a. MSRB Rule G-10.

i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Kern County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's

employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Advisors, its agents, servants, and employees are as to the City wholly independent Advisors and that the Advisors' obligations to the City are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors, a Division of Urban Futures Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn.: Jonathan Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: jon@isomadvisors.com

To City:

The City of McFarland
401 W. Kern Avenue
McFarland, CA 93250
Attn.: Kenny Williams, City Manager
Telephone: (661) 792-2121
E-mail: kwilliams@mcfarlandcity.org

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

Isom Advisors,
A Division of Urban Futures Inc.

By: _____
Name: Jonathan Isom
Title: Managing Principal

Dated: APRIL 26, 2023

CITY:

The City of McFarland

By: _____
Name: Kenny Williams
Title: City Manager

Dated: _____ ___, 2023

EXHIBIT A

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist City, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including City and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train City members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

EXHIBIT B

CONTINUING DISCLOSURE SERVICES

- Annually review City's Continuing Disclosure requirements
- Submit to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements

EXHIBIT C

ANNUAL DEBT TRANSPARENCY REPORT ("ADTR") SERVICES

- Review ongoing City's Annual Debt Transparency Report ("ADTR") requirements.
- Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.

CITY OF MCFARLAND PUBLIC FINANCING AUTHORITY

2023 REFUNDING REVENUE BONDS
(WATER & WASTEWATER PROJECTS)

Financing Schedule

May 2023						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday's highlighted in yellow

Legend
City – McFarland
FA – Isom Advisors
BC – Stradling
PA – Oppenheimer
PUR – TBD
County – Kern

Date	Action	Responsible Party
May 1	Distribute timeline, term sheet and distribution list	FA
	Distribute drafts of financing team Resolution and debt management policy	BC
May 3	Distribute Request for Bids to purchase Refunding Bonds	PA
May 5	Comments due on draft documents	All
	City Council agenda deadline	City/BC
May 11	City Council meeting to approve financing team for potential refunding and debt management policy	City/FA/BC
May 15	District drafts of Resolution approving Refunding Bonds and supporting legal documents	BC
	Comments due on draft documents	All
May 17	Receive Term Sheet for Refunding Bonds	PA/FA
May 18 – June 2	Finalize closing and legal documents; sign purchase contract *(if applicable)*	BC
June 2	City Council agenda deadline	City/BC
June 8	City Council meeting to approve refunding bonds and supporting legal documents	City
June 15	Close Refunding Bonds transaction; send 30-day refunding notice	All
July 15	2010 Bonds redeemed	--

Preliminary; Subject to change.

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams City Manager

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approval and Adoption of Resolution of No. 2023-0065 of the Rosenburg's Rules of Order for McFarland City Council.

SUMMARY:

In an effort to simplify the rules of procedures for the City Council meetings Mayor Ayon requested the city examine the feasibility of adapting the Rosenburg rules of order to govern the meetings of the city council.

Currently a large majority of clubs, associations, boards, councils, and bodies follow Robert's Rules of Order. These rules are complex and were intended for parliament meetings not city council meetings. Because council meetings generally have a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure such as Rosenberg's Rules of Order should be used.

These rules have been simplified for smaller bodies such as city councils, however they retain the basic tenets of order to which we have grown accustomed. Currently hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted Rosenberg's Rules of Order in lieu of Robert's Rules.

FINANCIAL IMPACT:

This change will have no impact on the overall budget of the city.

RECOMMENDATION:

Staff recommends City Council Discuss and possibly approve and adopt Resolution of No. 2023-0065 of the Rosenburg's Rules of Order for McFarland City Council.

ATTACHMENT:

1. Resolution No. 2023-0065
2. Rosenburg Rules of Order.

RESOLUTION NO. 2023-0065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND CALIFORNIA ADOPTING THE FOLLOWING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES. (Rosenberg's Rules of Order)

WHEREAS, In an effort to simplify the rules of procedures for the City Council meetings Mayor Ayon requested the city examine the feasibility of adopting the Rosenburg rules of order to govern the meetings of the city council; and

WHEREAS, Currently a large majority of clubs, associations, boards, councils, and bodies follow Robert's Rules of Order. These rules are complex and were intended for parliament meetings not city council meetings; and

WHEREAS, Council meetings generally have a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure such as Rosenberg's Rules of Order should be used; and

WHEREAS, These rules have been simplified for smaller bodies such as city councils.

WHEREAS, Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted Rosenberg's Rules of Order in lieu of Robert's Rules; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCFARLAND THAT THE RULES OF ORDER FOR THE CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES ARE HEREBY ADOPTED TO READ AS FOLLOWS:

1. Exhibit A: Rosenburg's Rules of Order (Simple Rules of Parliamentary Procedures for the 21st Century)

PASSED and ADOPTED this 11th day of May 2023 by the following vote:

	AYE	NO	ABSENT	ABSTAIN
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Maria T. Perez				
Anita Gonzalez				

Saul Ayon, Mayor

ATTEST:

Sarah Drake, Deputy City Clerk

Exhibit A



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

LEAGUE® OF CALIFORNIA CITIES

MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager
Serrena McCuan, Human Resources Director

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0066 for the creation of Senior City Planner and the reclassification of the City Planner to Senior City Planner.

SUMMARY:

The current city planner has been fulfilling the functions of all planning for the city in the role of the city planner. These functions are broad in scope and require the City Planner to carry out functions that would generally be obligated to a senior city planner. These functions incorporate more complex and critical duties as listed in the job description.

If the reclassification is approved the CIty Manager would have the authority to appoint the City Planner to the role of Senior City Planner and, assuming such an appointment was made, the position of City Planner would be vacated.

The city has evaluated the person currently assigned as the City Planner and determined that the person possesses the knowledge, skills, and abilities to fulfill the functions as the Senior City Planner.

FINANCIAL IMPACT:

$2,500 – GENERAL FUND. The City Planner is currently at salary range 39, Step F ($39.84 Hourly, $3,187.40 Biweekly). Once the employee is reclassified to Senior City Planner, the employee will be at salary range 46, Step C ($40.84 Hourly, $3,267.10 Biweekly). This cost will be offset by vacancies in the community development department.

RECOMMENDATION:

Staff recommends City Council discuss and possibly approve Resolution No. 2023-0066 the creation of the Senior City Planner position and reclassification of the City Planner to the Senior City Planner.

ATTACHMENT:

1. Resolution No. 2023-0066
2. Senior City Planner Job Description

RESOLUTION NO. 2023-0066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A JOB DESCRIPTION FOR SENIOR CITY PLANNER AND RECLASSIFICATION OF CITY PLANNER TO SENIOR CITY PLANNER

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

WHEREAS, the City Council believes it is necessary to create a permanent job description for Senior City Planner position; and

WHEREAS, the City Council believes Pay Range 46 is appropriate for the Senior City Planner Position; and

WHEREAS, the City Council believes it is necessary to reclassify the City Planner to Senior City Planner position.

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

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

2) The job description and pay range, which are attached hereto and incorporated herein by reference as Exhibit "A," have been approved in their entirety

3) The City Manager has full approval to post the job description with pay range noted and initiate the recruitment.

4) The City Manager has full approval to reclassify the City Planner to Senior City Planner.

5) The City Clerk shall certify 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 11th day of May 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

_____
Sarah Drake, Deputy City Clerk

CITY OF MCFARLAND:

_____
Saul Ayon, Mayor

I, _____, Deputy 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.

_____
Sarah Drake, Deputy City Clerk

City of McFarland
Senior City Planner

Salary: $37.00 – $47.36 Hourly
$2,959.84-$ 3,788.81 Bi-weekly
$76,955.87 - $98,509.09 Salary

Under general direction, performs moderate to complex technical and professional level work in the field of current and advanced planning. Under the Community Development Director supervision, incumbents will perform the more routine professional land use and environmental planning review, studies, and analyses. Incumbents may be assigned project responsibilities related to plans and technical documents to ensure compliance with California Environmental Quality Act (CEQA), the California Development Permit regulations and other Federal, State and Local laws, regulations and codes, the General Plan, other established city plans and other planning criteria, goals, and requirements.

Essential Job Duties:

The following tasks are essential for this position. Incumbents in this classification may not perform all of these tasks or may perform similar related tasks not listed here.

•Responds to inquiries, requests, and complaints from the public in person at the public counter, and on the phone.
•Gathers, analyzes, and presents data in the form of written, graphic, or oral reports for the use of the Director, Planning
Commission, City Council, or special committees on a varied range of urban planning matters.
•Processes land use and development permits, including but not limited to reviewing applications, plans and technical
documents; assuring compliance with the City's General Plan, Zoning Code and Plans; assuring compliance with state.
and federal law; conducting site visits; facilitating meetings with internal and external agencies; serving as a liaison.
between the applicant and affected City departments, external agencies, neighborhoods, etc.; identifying potential.
impacts and appropriate mitigation measures; presenting cases to the decision-making body with recommendations for
approval/denial; and monitoring projects for condition compliance while under construction.
•Processes amendments to the City's Zoning Code, General Plan, Specific Plans and Master Plans.
•Prepares reports on planning policies and long-range planning activities.
•Conducts assessments of environmental issues in accordance with state and federal guidelines.
•Assembles a variety of information and data for the preparation of staff reports and studies.
•Assist with application, implementation, and administration of grants.
•Assist with applications and issuance for Building and Encroachment permits.
•Performs other related duties as required.



Minimum Knowledge, Skill, and Ability:

Knowledge of:
•Principles and practices of land use planning.
•Standard office computer software applications.
•Current trends in federal, state, regional and local planning.
•California Environmental Quality Act
•State subdivision map act and pertinent laws, ordinances and regulations governing planning.
•Geographic Information Systems (GIS)

Skill and Ability to:
•Perform a wide range of professional planning work.
•Organize, conduct, and present major planning research studies.
•Interpret and apply laws and regulations to a variety of planning projects.
•Communicate clearly and concisely, both orally and in writing.
•Evaluate architectural proposals and urban design/site plans.
•Write and review complex CEQA documents.
•Apply GIS in a planning environment to solve problems.
•Conduct site inspections.
•Perform plan checks.
•Assist the public with answers to planning questions.
•Make presentations to boards and commissions.

Training and Experience:

Any combination of training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A bachelor's degree in planning or a closely related field; OR, equivalent related work experience.

Licenses and Certificates:

•Possession of a valid California driver's license is required
•Must pass an extensive background investigation and pre-employment medical screening
Physical Requirements and Working Conditions:
•Requires the ability to read fine print, maps, blueprints
•Requires the mobility to stand, stoop, reach and bend.
•Requires mobility and dexterity of hands to grasp and manipulate small objects.
•Requires the ability to stand for long periods.
•Requires the ability to walk long distances.
•Performs lifting, pushing and/or pulling which does not exceed 50 pounds.
•Subject to inside and outside environmental conditions.
•May be required to use personal vehicle in the course of employment.
•May be required to attend periodic evening meetings and/or to travel within and out of City boundaries to attend meetings.

•May be required to work evenings or weekends.

Compensation and Benefits:

Salary range placement is dependent on the candidate's qualifications. The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and dependents.
- Life insurance equal to 1 yr. base salary with a minimum of $50,000
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 12 days' vacation, and 12 days sick pay accrued annually
- 12 Days Holiday Pay
- 9/80 Work Schedule- every other Friday off

Equal Opportunity Employer / Drug Free Workplace / Veterans

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams City Manager

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possibly Approve Resolution No- 2023-0067 authorizing the side letter agreement with the Service Employees' International Union l521 (SEIU) to implement employee salary increases and salary range changes.

SUMMARY:

The city, through the law office of Liberty, Cassidy, and Whitmore (LCW) has been in negotiations with SEIU L521 concerning salary increases for McFarland city employees.

In preparations for these negotiations the city conducted a salary scale comparison with other municipalities and based on the data the city made several adjustments to the salary range scales to ensure the city was comparable to the other municipalities salary ranges. The city took into consideration, city council's direction concerning salary increases, the contribution the city makes to the medical benefits, the size and economic status of the municipalities, the job functions and responsibilities of each position, staff members currently at the top step in their salary range, and the sustainability of the salary increases.

The side letter includes the following elements:

1) ***COLA -*** *Effective the first full pay period following SEIU approval and City Council adoption of this side letter all employees in the bargaining unit shall be provided with a three- percent (3%) wage increase as a Cost of Living Adjustment;*

2) ***STEP INCREASE -*** *Employees in the bargaining unit who are eligible for a step increase (not at the top step of their classification) shall receive a five-percent (5%) wage increase if they have received a satisfactory overall rating annual evaluation within the last twelve (12) months;*

3) ***STEP INCREASE FOR NEW HIRES -*** *Employees in the bargaining unit who are eligible for a step increase (not at the top step of their classification) who did not receive a step increase because they were new hires and had not received an annual evaluation in the last 12 months shall receive a step increase if they receive a satisfactory overall rating on their next annual evaluation;*

4) ***NO STRIKE CLAUSE -*** *In consideration for the above COLA and step increase SEIU hereby agrees that no employee shall engage in, induce, or encourage any strike or work stoppage while the parties are engaged in negotiations including impasse procedures. The union also agrees that neither it nor any of its officers or agents will call, initiate, authorize, or participate in any such strike, work stoppage, slowdown, sickout, or other withholding of services during this period. A strike or work stoppage includes work stoppages of any kind, including but not limited to economic strikes, unfair labor strikes, or sympathy strikes.*

Based on all these components SEIU L521 voted on the proposed side letter and approved the agreement on May 4, 2023.

FINANCIAL IMPACT:

This change will have an impact on the city's budget as indicated below:

The cost of the three percent COLA adjustment for all authorized SEIU positions is approximately $49,155.

The cost of the five percent step increase for eligible SEIU positions has a negative impact on the current and fiscal year 2023-24 budget in the amount of approximately $63,920.24.

These overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits.

RECOMMENDATION:

Staff recommends City Council Report, Discuss, and Possibly Approve Resolution No-2023-0067 authorizing the side letter agreement with the Service Employees' International Union l521 (SEIU) to implement employee salary increases and salary range changes.

ATTACHMENT:

1. Resolution No. 2023-0067
2. Approved side letter SEIU L521.

RESOLUTION NO. 2023 – 0067

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING THE SIDE LETTER AGREEMENT WITH THE SERVICE EMPLOYEES' INTERNATIONAL UNION L521 (SEIU) TO IMPLEMENT EMPLOYEE SALARY INCREASES AND SALARY RANGE CHANGES.

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

WHEREAS, the city of McFarland through the law office of Liberty, Cassidy, and Whitmore, (LCW) has been in negotiations with SEIU L521 concerning a side letter for salary increases for McFarland city employees; and

WHEREAS, the salary increases include a three percent Cost of Living Adjustment (COLA), and a five percent step increase for eligible SEIU L521 members; and

WHEREAS, the five percent step increase included all SEIU L521 members who have been in their position for a year or more and have a standard or above evaluation; and

WHEREAS, in consideration of the salary increases SEIU hereby agrees that no employee shall engage in, induce, or encourage any strike or work stoppage while the parties are engaged in negotiations including impasse procedures; and

WHEREAS, SEIU L521 voted on the proposed side letter and approved the agreement on May 4, 2023; and

WHEREAS, the overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits.

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in fill.

2. The City of McFarland ("City") approves the side letter concerning salary increases for SEIU members; and

3. The City of McFarland desires to ensure salary increases for SEIU members through a Cost of Living Adjustment (COLA) and a salary step increase; and

4. The City of McFarland acknowledges that in consideration of the salary increases SEIU hereby agrees that no employee shall engage in, induce, or encourage any strike or work stoppage while the parties are engaged in negotiations including impasse procedures; and

5. The City of McFarland acknowledges that the overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits.; and

6. The City Manager shall have the Authority to execute any documents necessary to confirm approval of the side letter agreement.

PASSED and ADOPTED this 11th day of May, 2023.

_____
Saul Ayon, Mayor

ATTEST:

_____
Sarah Drake, Deputy City Clerk

APPROVED AS TO FORM:

_____
Nathan M. Hodges, City Attorney

Side Letter Between
The City of McFarland, ("CITY") and
Service Employees International Union Local 521, ("SEIU")

The City and SEIU started negotiating regarding an inaugural Memorandum of Understanding (MOU) in early 2023. The parties anticipate that the negotiation process may take a significant amount of time because no prior MOU exists for the employees represented by SEIU. On or about January 26, 2023 the City Council provided its negotiation team with direction regarding providing wage increases to represented employees. The parties share a mutual interest in not delaying the implementation of wage increases while they negotiate their first MOU. Accordingly, the parties agree to the following:

1) **COLA -** Effective the first full pay period following SEIU approval and City Council adoption of this side letter all employees in the bargaining unit shall be provided with a three-percent (3%) wage increase as a Cost of Living Adjustment;

2) **STEP INCREASE -** Employees in the bargaining unit who are eligible for a step increase (not at the top step of their classification) shall receive a five-percent (5%) wage increase if they have received a satisfactory overall rating annual evaluation within the last twelve (12) months;

3) **STEP INCREASE FOR NEW HIRES / PROMOTIONS -** Employees in the bargaining unit who are eligible for a step increase (not at the top step of their classification) who did not receive a step increase because they were new hires or newly promoted and had not received an annual evaluation in the last 12 months shall receive a step increase if they receive a satisfactory overall rating on their next annual evaluation;

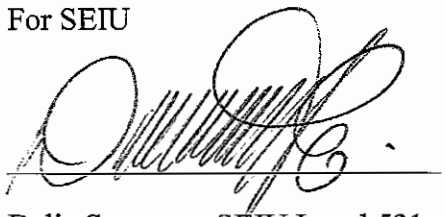
4) **TOP STEP EMPLOYEES –** The City conducted a review of employees who are at their top step in the bargaining unit. The City will adjust the salary schedules and placements for those employees who received a satisfactory overall rating annual evaluation within the last twelve (12) months, so that they can receive a step increase of at least five-percent (5%) above their current salary.

5) **NO STRIKE CLAUSE -** In consideration for the above COLA and step increase SEIU hereby agrees hereby agrees that no employee shall engage in, induce, or encourage any strike or work stoppage while the parties are engaged in negotiations including impasse procedures. The union also agrees that neither it nor any of its officers or agents will call, initiate, authorize, or participate in any such strike, work stoppage, slowdown, sickout, or other withholding of services during this period. A strike or work stoppage includes work stoppages of any kind, including but not limited to economic strikes, unfair labor strikes, or sympathy strikes.

For the City

Che Johnson – LCW

For SEIU



Delia Serrano – SEIU Local 521

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams City Manager

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approve Resolution No. 2023-0068 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH THE MCFARLAND POLICE OFFICER ASSOCIATION (MPOA).

SUMMARY:

The city, through the law office of Liberty, Cassidy and Whitmore (LCW) has been in negotiations with MPOA concerning the (MOU) for the years 2022-2024.

Changes in the MOU include a change in the method in which overtime is calculated, an increase in compensatory time bank hours, establishing a shift bid process, a three percent Cost of Living Adjustment (COLA), a five percent step increase for eligible employees, an increase in the educational incentive stipend, an increase in the POST incentive pay, and an increase in Bilingual Pay.

Based on all these components, MPOA voted on the proposed MOU and approved the agreement on May 5, 2023.

FINANCIAL IMPACT:

This change will have an impact on the city's budget as indicated below:

The cost of the three percent COLA adjustment for all authorized MPOA positions is approximately $45,232,

The cost of the five percent step increase for eligible MPOA positions has a negative impact on the current and fiscal year 2023-24 budget in the amount of approximately $60,107.

These overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits.

RECOMMENDATION:

Staff recommends City Council Report, Discuss, and Possibly Approve Resolution No. 2023-0068 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH THE MCFARLAND POLICE OFFICER ASSOCIATION (MPOA).

ATTACHMENT:

1. Resolution No. 2023-0068
2. Memorandum of Understanding between the City of McFarland and the McFarland Police Officers Association 2022-2024

RESOLUTION NO. 2023 – 0068

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH THE MCFARLAND POLICE OFFICER ASSOCIATION (MPOA).

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

WHEREAS, the MOU includes a change in the method in which overtime is calculated, an increase in compensatory time bank hours, establishing a shift bid process, a three percent Cost of Living Adjustment (COLA); and

WHEREAS, the MOU includes a five percent step increase for eligible employees, an increase in the educational incentive stipend, an increase in the POST incentive pay, and an increase in Bilingual Pay; and

WHEREAS, MPOA voted on the proposed MOU and approved the agreement on May 5, 2023; and

WHEREAS, the overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits.

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in fill.

2. The The City of McFarland ("City") approves the Memorandum of Understanding between the City of McFarland and the McFarland Police Officers Association 2022-2024; and

3. The City of McFarland recognizes the MOU includes a change in the method in which overtime is calculated, an increase in compensatory time bank hours, establishes a shift bid process, and includes a three percent Cost of Living Adjustment (COLA); and

4. The City of McFarland recognizes the MOU includes a five percent step increase for eligible employees, an increase in the educational incentive stipend, an increase in the POST incentive pay, and an increase in Bilingual Pay; and

5. The City of McFarland acknowledges that the overall cost increases will be offset by savings related to City Council's decision to eliminate their medical benefits and moving forward with a change to the City's broker for medical benefits; and

6. The City Manager shall have the Authority to execute any documents necessary to confirm approval of the MOU agreement.

documents necessary to approve the MOU agreement.

PASSED and ADOPTED this 11th day of May, 2023.

Saul Ayon, Mayor

ATTEST:

Sarah Drake, Deputy City Clerk

APPROVED AS TO FORM:

Nathan M. Hodges, City Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND MCFARLAND POLICE OFFICERS ASSOCIATION 2022-2024

MEMORANDUM OF UNDERSTANDING
MCFARLAND POLICE OFFICERS' ASSOCIATION
FISCAL YEARS 2022 – 2024

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ARTICLE 1: PREAMBLE

Pursuant to the Meyers-Milias-Brown Act, this memorandum of understanding has been entered into the City of McFarland, hereinafter referred to as the "City", and the McFarland Police Officers Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the City and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

> *Police Sergeants, Corporals, Police Officers, Community Service Officers, Police Officer Technician, Crime Scene Technician, Communications/Records Supervisor*

ARTICLE 3: MAINTENANCE OF BENEFITS

Existing Benefits contained in this Memorandum shall not be changed during the term of this agreement without the mutual consent of parties hereto. Existing benefits not set forth in this Memorandum, which fall within the scope of representation, shall not be changed by the CITY without advanced notice and an opportunity to meet and confer in accordance with the Myers-Milias-Brown Act (MMBA").

ARTICLE 4: SEPARABILITY CLAUSE

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any City or Department rule, regulation, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

ARTICLE 5: SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this

Agreement. In the event of invalidation of any article or section, the City and the Association agree to meet and confer within 30 days.

ARTICLE 6: ASSOCIATION RIGHTS

A. Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations. Association rights shall include:

i. The right to represent its members with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or Local laws and regulations.

ii. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.

iii. The right to a reasonable amount of time during regular working hours to represent its members when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree to.

iv. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.

v. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.

vi. The reasonable use of City facilities for Association activities providing that such facilities are available for use by other organizations, and that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

vii. There shall be no unlawful discrimination against any employee or applicant for employment by the City because of participation in legitimate Association activities.

ARTICLE 7: CITY RIGHTS

A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments set standards and levels of service (including staffing levels and setting officer patrol schedules), determine employment standards, direct its employees (including assignment of duties and work responsibilities), take disciplinary action, relieve its employees from duty because of lack of work or funds or for other legitimate reasons, maintain the efficiency of department operations, maintain fiscal integrity, determine the methods, means and personnel by which department operations are to be conducted, establish a classification plan, take all necessary actions to carry out its mission in

emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.

B. In addition, the City retains the exclusive right, subject to the provisions of this MOU, the Personnel Rules, and the Meyers-Milias-Brown Act, to take other actions, make decisions, or set procedures or policies it deems appropriate.

ARTICLE 8: NO STRIKE-NO LOCKOUT

A. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.

B. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to discipline by the City.

C. Any employee violating the obligations of this article may be disciplined or discharged by the City without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.

D. The City shall not lock-out employees.

E. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 9: GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE

Section 9.1 Procedure

Subject to the provisions of this MOU, any permanent Police Unit employee who has a grievance, as defined below, or has been disciplined, as defined below, shall be entitled to have the matter reviewed through the procedures outlined in this Article. This Article shall also include and satisfy all rights which a permanent bargaining unit employee may have under California Government Code Section 3304(b).

Section 9.2 Definitions

A. For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "grievance" is defined as a dispute between the Union and the City, over the interpretation or application of this MOU. The term "grievance" does not include "discipline" as defined herein.

B. For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "discipline" is limited to any action taken by the City against a permanent Police Unit employee which:
(1) is punishment or discipline of the employee,
(2) will result in a reduction or loss in the employee's salary,
(3) is not the result of a lay off or (v) a written reprimand.

Section 9.3 Step One

An attempt shall be made to ascertain all facts and adjust such grievance or discipline on an informal basis between the employee and, if he or she desires, the employee's representative, on the one hand, and the immediate supervisor, on the other hand. Presentation of such grievance or discipline shall be made within fourteen (14) calendar days of the incident causing the grievance or discipline, or the date on which the employee first became aware of it.

Section 9.4 Step Two

(a) If the grievance or discipline is not adjusted to the satisfaction of the employee within seven (7) calendar days after presentation to the grievance or discipline to the immediate supervisor, and if the Union wishes to resolve the matter, the grievance or discipline shall be submitted in writing by the employee or his or her representative to the Police Chief within the next seven (7) calendar days. The Police Chief shall meet with the employee and his or her representative within fourteen (14) calendar days of receipt of such written grievance. In the event that the Police Chief is unable to schedule a meeting within 14 calendar days, he/she will schedule a meeting as soon as is reasonably feasible.

(b) Following the meeting, the Police Chief shall deliver his or her decision in writing to the employee, along with reasons for such decision, within fourteen (14) calendar days. In the event that the Police Chief is unable to render a decision a within 14 calendar days, he/she will do so as is reasonably feasible.

Section 9.5 Step Three

If the grievance or discipline dispute is not adjusted to the satisfaction of the Union, the Union may submit an appeal to the City Manager. The appeal must be delivered to the City Manager within fourteen (14) calendar days after the date of the Chief of Police's written decision. The parties may mutually agree to utilize mediation and or advisory arbitration prior to the City Manager making a final decision.

The City Manager shall have 30 days following the submitting of all information or meetings regarding the grievance to issue a written decision. The decision of the City Manager shall be final and binding. In the event that the City Manager is unable to render a decision within 30 days, he/she will do so as soon as is reasonably feasible.

Section 9.6 Modification of Time Limits

The above time limits may be modified by mutual agreement.

ARTICLE 10: HOURS AND OVERTIME

Section 10.1 FLSA 7(k)

Pursuant to Section 7(k) of the FLSA, the City has established a 14-day, 84-hour work period for nonexempt sworn police Department employees.

Non-exempt sworn employees in the Police Department shall receive compensation at the rate of time and one-half (1.5) times the regular rate of pay for all hours worked in excess of 84 hours in any 14-day work cycle. The City agrees to include vacation, holiday, sick and CTO hours utilized as hours worked for non-exempt safety and non-safety classifications in the bargaining unit.

Section 10.2 Prior Approval

Non-scheduled overtime shall only be worked with department approval, (sergeant or higher unless authority is changed by the Chief). Working overtime without advance approval may be grounds for discipline. Overtime-eligible employees who are directed to work overtime must do so.

Section 10.3 Meal and Rest Periods

The City reserves the right to provide meal and rest periods to employees at its discretion based on operational needs. To the extent possible, Shift employees should be given a thirty (30) minute meal break per duty shift and two (15) minute breaks, during which time he/she will remain on duty, in uniform and subject to call. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.

ARTICLE 11: Out Of Class Pay

To be eligible for the additional compensation, the employee must first work an entire, completed, full work shift for 10 consecutive workdays in the higher class within any 30 day period. Once this qualification is satisfied, no additional requalification will be required.

Temporary assignments out of class shall be recorded only in full-shift units. An employee working out of class for less than one full shift will not be credited with working out of class service time. To qualify for out of class pay, an employee must be assuming substantially the full

range of duties and responsibilities of the higher-level position. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.

An employee who has qualified under these provisions will be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class after 10 days have been completed. In the event of overlapping salary ranges, a one-step differential shall be paid for out of class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out of class work assignment. The overtime rate shall be the rate established by the overtime regulations that apply to the higher class.

Time worked in an out-of-class assignment shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

Section 11.1 Acting Pay

1. Employees who are assigned to and actually perform the duties of a position with a higher salary classification than that in which they are regularly employed will receive the compensation specified for the position to which they are assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive workdays.

2. The increased compensation will be at such step within the higher class as will accord such employee an increase of at least five percent (5%) over his or her current regular compensation.

3. Time worked in an acting position shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

ARTICLE 12: COMPENSATORY TIME

Section 12.1 Compensatory Time Bank

Employees who work overtime can accrue compensatory time off ("CTO") in lieu of cash overtime only at the approval of the Department Head in advance. For those non-exempt employees who are eligible to receive earned overtime in the form of compensatory time off ("CTO"), the maximum allowable hours that may be contained in an employee's compensatory time off bank is eighty (80) hours.

Once per fiscal year, employees with compensatory time off accruals can cash out compensatory time off upon approval of the City Manager or his/her designee. Accrued and unused compensatory time off will be paid out upon separation of employment.

Section 12.2 Comp Time Bank Cap

The cap for maximum accumulation of compensatory time off for Association members shall be eighty hours (80).

ARTICLE 13: COURT TIME

Section 13.1 Court Stand-by

Employees placed on stand-by at a time they are not scheduled to work, shall receive three (3) hours pay at time and a half. If Court Stand-by is connected to an employee's shift, and is less than 3 hours, the employee shall be compensated only for the number of hours they were on stand-by status that were outside of their assigned shift.

Section 13.2 Court Appearance

Employees called to court from court standby shall receive three (3) hours pay or actual court time, whichever is greater, at time and one-half. Court pay is not in addition to stand-by pay, if any.

Employees called to court when off duty shall receive three (3) hours pay or actual court time, whichever is greater, at time and one-half.

ARTICLE 14: CALL BACK

Section 14.1 Call Back Minimum

When an employee is required to return to work or report to work when they are not scheduled to work, the employee will receive a minimum of two (2) hours of pay at time and-one-half their equivalent hourly rate. In the event an employee is required to work more than two (2) hours, the employee will be paid for actual time worked at time-and one-half their equivalent hourly rate.

ARTICLE 15: SHIFT CHANGE

Section 15.1 Shift Bid and Chief's Discretion

The City shall establish a shift bid process for employees to select their preferred shifts. However, final shift approval shall be at the discretion of the Chief of Police.

Section 15.2 Probationary Police Officers:

Department management retains the discretion to assign probationary Police Officers to particular shifts until the shift change immediately following the employee's successful completion of probation.

Section 15.3 Management Discretion

Department management retains the discretion to assign Police Officers if the assignment is the best interest of the Department.

Section 15.4 Shift Trades

Shift trades are authorized with Department management approval. Department management retains the discretion to assign Police Officers if the assignment is in the best interest of the Department.

ARTICLE 16: COMPENSATION

Section 16.1 Salary

A. Salary Adjustments. Effective the pay period following the City's adoption of this MOU

The City shall provide a 3% wage increase to all employees in the bargaining unit.

Employees who have received a positive performance evaluation within the last 12 months shall also receive a step increase (5%), so long as they are not at the top step.

Employees who have promoted or were hired within the last 12 months shall receive a step increase (5%), so long as they are not at the top step, if their next performance evaluation is positive.

The adjusted base pay for Association members shall be the amounts reflected in the Salary Schedule Resolution, attached to this Agreement as Appendix "A."

B. Base Pay. Base pay shall mean only the assigned salary to any unit classification exclusive of any other type or form of compensation.

Section 16.2 Salary Steps

A. Step Increases

The basic salary range for all classifications shall consist of salary steps ranging from A to F. Step increases are not automatic, but are merit-based and may be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the City Manager. Step increases shall be

made only upon the recommendation of the Department Head concerned, approval of the City Manager, and only where the City budget allows for compensation increases.

Nothing herein prohibits the granting of a step increase to an employee at any time, or Management's ability to hire at whatever step is appropriate. No step increase shall be made so as to exceed any maximum rate established in the Classification and Compensation Plan for the class to which the employee's position is assigned.

1. Salary Step A shall be paid at initial employment and may be paid after six months of employment in ranges having an entry-level step, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

2. Salary Step B may be paid after six months or after one year at Salary Step A, in ranges having an entry level step where the employee has demonstrated satisfactory job progress, and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

3. Salary Step C may be paid upon completion of one year of employment in Salary Step B where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

4. Salary Step D may be paid upon completion of one year of employment in Salary Step C where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

5. Salary Step E may be paid upon completion of one year of employment in Salary Step D where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

6. Salary Step F may be paid upon completion of one year of employment in Salary Step E where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

B. Special Salary Adjustments

A Department Head may recommend to raise a regular employee to a higher range than their base range in recognition of meritorious service, advanced education beyond the requirements

of the position they hold, and other extraordinary attributes related to their public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted monies.

C. City Manager Discretion

In any case where rigid adherence to the foregoing principles related to salary adjustment would cause a manifest injustice, the City Manager, on recommendation of the Department Head, may make such order relating thereto as in its discretion is proper.

Section 16.3 Educational Incentive

The City shall provide an incentive to obtain a level of education beyond that of high school graduation provided the course of study is in a job-related subject. Eligible employees designated by the City will receive the following monthly stipends. The stipend will be paid on the first paycheck of the month. Compensation is as follows:

A. An employee with a bachelor's degree, shall be compensated $50.00 per month.

B. An employee with a master's degree, shall be compensated $100.00 per month.

Employees are only eligible to receive only one of these incentives, i.e. they are not stackable.

Section 16.4 POST Incentive Pay

The City will grant all eligible unit members who possess the following certificates an Intermediate, Advanced Certificate from the Commission of Peace Officers and Standards Training (POST) of the State of California as follows:

16.4.1 Intermediate Certificate

Police officers who possess an Intermediate POST Certificate will receive the stipend of $50.00 per month.

16.4.2 Advanced Certificate
Police officers who possess an Advanced POST Certificate will receive the stipend of $75.00 per month. Public safety officers receiving the Advanced POST Certificate pay will not receive the Intermediate POST Certificate pay.

Employees are only eligible to receive only one of these incentives, i.e. they are not stackable.

Section 16.5 Bilingual Pay

Employees who are designated by the City to use bilingual interpreting skills will receive a bilingual stipend of $100.00 per month. Designated employees will be required to pass a written and oral test approved by the City in order to receive the stipend. The Chief has the ability to remove positions as being bilingual due to operational necessity. Such decisions will not be considered disciplinary or punitive and is not subject to appeal.

Section 16.6 Special Assignment Pay

1. Field Training Officer ("FTO") $50.00

The FTO will be designated by the Police Chief. The FTO must successfully pass testing including a passing an oral examination by a review board. The FTO position requires two years of experience. In order to be eligible for the stipend, the FTO must train officers for a minimum of seven days in each month.

2. K-9 Officer $40.00

When a K-9 position is available, officers will be able to apply for the position by taking a test and passing an oral review board. The K-9 position requires the assigned officer to take responsibility for the K-9 dog at all times. The Officer must live within a 40-mile driving radius of the city so they can respond in a timely manner if called to do so when not on a scheduled duty shift. The officer must also bathe, feed, and house the dog in a kennel area at their residence. The officer and the dog attend training for liability and continued/consistent training reasons.

ARTICLE 17: HEALTH AND ANCILLARY BENEFITS

The City provides a medical insurance plan, a dental insurance plan, and a vision insurance plan for eligible employees and their dependents. Employees may be required to contribute to the cost of these benefits. Part-time and temporary employees are not entitled to health insurance benefits. Details about medical, dental and vision insurance coverage offered by the City are available in a separate publication distributed by the City Manager or his/her designee. The City retains the right to change the City-wide medical plan. The City agrees to provide advance notice to the POA if it decides to change the City-wide medical plan.

Section 17.1 Medical Benefit Plan

The City offers benefits through it benefits brokers: Available plans are Anthem and Kaiser Coverage is available for Full-time Employee and eligible dependents the first of the month following thirty days of full time employment.

Section 17.2 Dental Benefit Plan

The City offers Metlife coverage for full-time employees and eligible dependents upon full day of full time employment.

Section 17.3 Vision Benefit Plan

The City offers Metlife coverage for full-time employees and eligible dependents the first of the month following thirty days of full time employment.

Section 17.4 Deferred Compensation

The City provides a deferred compensation plan with John Hancock as the Plan Administrator. Employees may tax defer voluntarily retirement contributions up to the maximum allowed by federal law.

Section 17.6 Employee Assistance Program

The City provides an Employee Assistance Program at no cost to Association members.

Section 17.7 Death Benefit

In the event that an Association member covered by this agreement is killed, not by a disease but by an injury occurring in the line of duty, that is, which injury is job connected, then the City shall pay a death benefit in the amount of forty-five thousand ($45,000.00). No benefit will be payable to an Association member who, at the time of death, was engaged in willful and wanton misconduct, as defined by the City.

The payment shall be made to the beneficiary designated under the City's 401K Plan. If there is no such beneficiary, the payment will be made to the estate of the deceased. This benefit shall not be reduced by other benefits received in this event.

In the event that an Association member covered by this Agreement is killed under the conditions specified above, and the City awards the death benefit as specified above, then the City shall also pay the sum of five thousand dollars ($5,000.00) towards funeral and related expenses. This benefit shall be made to the beneficiary who receives the death benefit as specified above, or to the estate of the deceased if there is no such beneficiary. In the event that no death benefit is

paid, neither shall this benefit be paid. This benefit shall not be reduced by other benefits received in this event.

In the event of a dispute regarding the dispensation of these benefits between City and Association upon an actual death of this nature, the City agrees to meet and confer with the Association. However, the City retains the right to make a final decision regarding these benefits.

ARTICLE 18: RETIREMENT BENEFITS

SECTION 18.1 RETIREMENT

Subject to terms of the City's retirement plan, the City offers retirement benefits to employees. All regular employees are eligible to participate after completing 12 months of employment with the City. Generally, the City will contribute 10% of the employee's base pay to their 401(k) retirement plan, which is subject to a vesting schedule under the City's plan.

SECTION 18.2 Current Vesting Schedule

A. The City shall contribute 10% of the employee's gross salary into a 401k account. Employee will be fully vested after 3 years
    a. Vesting Schedule: Year 1 – 33%
    b. Vesting Schedule: Year 2 – 66%
    c. Vesting Schedule: Year 3 – 100%

Section 18.3 RETIREES BENEFITS

18.3.1 Flat Badge Upon Honorable Retirement

Except as otherwise provided under Penal Code section 26305, upon retirement and issuance of a carry concealed weapons (CCW) endorsed identification card, Association members may be given a flat badge at the City's expense.

ARTICLE 19: LEAVES OF ABSENCE

Section 19.1 Vacation

19.1.1 Accrual Rates

Regular full-time employees accrue paid vacation leave in accordance with the following policy:

- Fewer than 6 months: No accrual;
- 6-12 months: 5 days (or one times the number of hours in the basic workweek if less than 40 hours per week);
- 12 months – 4 years: 10 days per year (or two times the number of hours in the basic workweek if less than 40 hours per week);
- 5 – 9 years: 15 days per year (or three times the number of hours in the basic workweek if less than 40 hours per week); and
- 10 years+: 20 days per year (or four times the number of hours in the basic workweek if less than 40 hours per week).
- Vacation time accrues from the first day following an employee's completion of 12 months of employment at biweekly rates consistent with the above schedule.

19.1.2 Accrual Caps

The City encourages employees to take vacation annually. Vacation time may not exceed the following maximum amounts:

- With 12 months-4 yrs. Service: 15 working days (120 hours)
- With 5-9 yrs. Service: 22.5 working days (180 hours)
- With 10+ yrs. Service: 30 working days (240 hours)

The City does not grant retroactive vacation for any period of time during which the employee's vacation time reached the maximum accrual allowed. Each employee has a responsibility to keep track of his/her accrued vacation time.

SECTION 19.2 SICK LEAVE

Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave. In addition, the first three (3) days or 24 hours of sick leave provided in a 12-month period may be used for purposes in accordance with the California Paid Sick Leave law ("AB 1522") as provided in this policy. The City will not allow abuse or misuse of an employee's sick leave privilege.

19.2.1 Accrual and Use. Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 8 hours per month. An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's

appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

19.2.2 Maximum Accrual. Sick leave shall accrue to a maximum of nine hundred and sixty (960) hours. An employee having accumulated the maximum 960 hours who has not used any sick leave during the preceding six months shall receive eight hours off work with pay; this leave shall been known as "unused sick leave bonus leave." The City does not pay employees in lieu of unused sick leave.

19.2.3 Evidence of Illness. If an employee is absent longer than three (3) days due to illness, the Personnel Officer may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave is requested. Where there is a reasonable belief that the employee is not ill or is misusing sick leave, the Personnel Officer has the discretion to also require such evidence of the need for sick leave from the employee. The City may withhold sick pay if it suspects that sick leave has been misused.

19.2.4 Penalty for Sick Leave Abuse. When, in the judgment of the Personnel Officer, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without leave and without pay. In addition, the Personnel Officer may impose such disciplinary action as in his/her discretion seems warranted, following procedures set forth in this Handbook.

19.2.5 Sick Leave and Temporary Disability. A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave, or vacation, or both, are exhausted, the employee is still entitled to receive disability indemnity.

SECTION 19.3 Bereavement Leave

Employees are eligible for bereavement leave after serving six months of full-time employment with the City.

19.3.1 Leave with Pay. Immediate Family Members Whenever any employee is compelled to be absent from duty by reason of the death of an immediate family

member of the employee, such person shall be entitled to a maximum of three (3) consecutive scheduled work days off with pay, as to each such instance of death or critical illness. For the purpose of this subsection 9.05 "immediate family member" shall mean the employee's current spouse, registered domestic partner, child, parent, grandparent, brother or sister. For good cause shown, the employee's supervisor may approve additional unpaid time off. If the employee has vacation time available, he/she may used such time for additional bereavement days off.

19.3.2 Leave without Pay. Other Family Members Whenever any employee is compelled to be absent from duty by reason of the death the employee's legal guardian, grandchild, mother-in-law, father-in-law, sister-in-law, sonin-law or daughter-in-law, such person shall be entitled to a maximum of two (2) consecutive scheduled work days off without pay, as to each such instance of death. For good cause shown, the employee's supervisor may approve additional unpaid time off. If the employee has vacation time available, he/she may use such time for additional bereavement days off.

SECTION 19.4 Military Leave

Military leave shall be granted according to the provisions of State law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 19.5 Recognized Holidays

The following holidays shall be observed by the City with respect to all employees of the City, except shift employees of the Police Department:

1. January 1 – New Year's Day
2. Martin Luther King Jr's Birthday
3. Presidents' Day
4. Memorial Day
5. July 4th – Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. December 24 – Christmas Eve
11. December 25 – Christmas Day
12. December 31 – New Year's Eve

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the City may close on another day. Holiday observance will be announced in advance.

Each employee's eligibility for holiday pay begins on the first day of employment. To be eligible for holiday pay, you must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor and the employee is using paid leave for the absence. Employees on 9/80 schedules will be paid for holidays as described in the section on Alternate Work Schedules, 7.05.C. Part-time and temporary employees are not entitled to holiday pay.

Section 19.6 Personal Day Off

Employees will be paid out any unused accrued personal day off at the time of separation of employment.

In addition to holidays and vacation time off, the City grants each full-time employee one personal day off work each fiscal year. Newly hired employees must work at least six months in the fiscal year before becoming eligible for the personal day off. The personal day will consist of one regularly-scheduled work day. The personal day off must be requested in advance and approved by the Department Head. The personal day off must be taken as a single, full day off and cannot be broken up into increments. Personal days off for Department Heads must be approved by the City Manager his/her designee. If an employee does not use the personal day off during the fiscal year, it will not be carried over into the subsequent fiscal year.

Employees who work on shift basis and employee observes personal day off will receive the same number of paid hours the employee would have received for the regularly scheduled work day. For example, if the shift employee observes the personal day off on a Wednesday when the employee is scheduled to work (12) hours, the employee will receive twelve (12) hours of personal day off pay.

Employees working on a 9/80 schedule will be compensated will receive the same number of paid hours the employee would have received for the regularly scheduled work day. For example, if the personal day off is observed on a Tuesday when the employee is schedule to work nine (9) hours, the employee will receive nine (9) hours of personal day off pay. If the personal day off is

observed on a Friday, the employee will receive (8) hours of personal day off pay.

ARTICLE 20 GENERAL PROVISIONS

Section 20.1 Uniform Allowance

Sworn staff shall be provided a uniform allowance of $750 dollars per year.

Section 20.2 Assigned Take Home Vehicles

20.2.1 A take home vehicle program shall be established in accordance with Department Policy 703 for Police Officers, and Police Sergeants.

20.2.2 Employees must reside within a 40-mile radius from the McFarland Police Department.

20.2.3 The City Manager or Department Head may suspend or revoke any employees take home vehicle privilege as part of disciplinary action for that employee or in circumstances specific to that employee that, in the City's determination, present a significant additional risk to the City's property or liability exposure. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.

Section 20.3 Body Armor

The City shall provide all safety equipment as outlined in the Department Policy Manual. In addition, the City will provide Level IIIA, or above, bullet proof vests to employees requiring such protection. The vests will be replaced by the City pursuant to the manufacturer’s recommendation. The City shall also provide personal protective equipment in compliance with the Occupational Safety and Health Administration (OSHA) requirements.

The City will replace the outer tactical vest every four (4) years.

Section 20.4: Tuition Reimbursement

A. Employees may be reimbursed for approved educational tuition and books up to the current maximum amount set by the City Council, subject to the budget. In order to be reimbursed, the employee must achieve at least a “C” grade or the equivalent.

Employees will be reimbursed after proper proof of completion of class is submitted by producing a transcript.

ARTICLE 21: POST TRAINING PER DIEM

When a member of the McFarland Management Officers Association is required to attend training and or meetings out of town the City agrees to follow U.S. General Services Administration guidelines for meals and incidental expenses. Additional per diem, see employee handbook.

ARTICLE 22: LABOR/MANAGEMENT COMMITTEE

The City and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

ARTICLE 23: PERFORMANCE EVALUATION

Performance evaluations for non-probationary employees will be completed every twelve months. Information contained in any counseling's may be used in the completion of the annual performance evaluation.

ARTICLE 24: DUES DEDUCTION

It is mutually agreed that the City will, during the term of this MOU deduct, without charge, dues from the pay of those employees who individually provide written authorization for such dues in an amount certified to be current and correct by the President of the MPOA or their designee. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the MPOA. "Dues" in this context means any deduction voluntarily authorized by an Association Member City employee.

ARTICLE 25: PROVISIONS BY LAW

Section 25.1 City resolutions

It is understood that existing ordinances, resolution and written policies of the City cover matters pertaining to employer-employee relations including, but not

limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all ordinances, resolutions and policies, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made part hereof as though fully set forth and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this MOU shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees set forth in Article 1, Sections 4 and 5, and Article 2, Section 1 B of Resolution No. 15079, or its successor, if any.

Section 25.2 Meet and Confer Waiver

The City and the Association agree that for the term of this Agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement except as expressly provided for in this Agreement and as to meeting and conferring over the renewal or continuation of this MOU at its expiration date in accordance with said Employer-Employee Relations Resolutions.

Section 25.3 MOU subject to laws

It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations, or otherwise held invalid or unenforceable by any tribunal of competent, jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of the MOU shall not be affected thereby and shall remain in full force and effect.

Section 25.4 Ratification

Upon ratification by the membership of the Association and by the City Council this MOU shall be effective through March 1, 2024 and for the durations of any agreed upon extension.

MEMORANDUM OF UNDERSTANDING 2022-2024 CITY OF MCFARLAND, CA, MCFARLAND POLICE OFFICERS ASSOCIATION

FOR THE ASSOCIATION	FOR THE CITY
George Alwaw, President Date	Kenny Williams, City Manager Date

APPENDIX A

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

DATE: May 11, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0069 authorizing the City Manager to enter into a professional services agreement with Willdan Financial Services to complete the zero-emission bus innovative clean transit plan (ICTP) for the City's transit operations and authorizing a budget adjustment to the transit fund in the amount of $7,000 to fund the cost of the ICTP.

SUMMARY:

In compliance with the California Air Resources Board (CARB) regulations, the City of McFarland is required to submit a Zero-Emission Bus Innovative Clean Transit Plan (ICTP) by July 1st. The purpose of this report is to request authorization from the City Council for the City Manager to enter into a contract with Willdan Financial Services to complete the Zero-Emission Bus ICTP plan for the City's transit operations. Additionally, this report requests a budget adjustment of $7,000 to the transit fund budget to cover the costs associated with the ICTP plan development.

Background

In an effort to reduce greenhouse gas emissions and improve air quality, CARB has established the Innovative Clean Transit (ICT) Regulation. This regulation requires all public transit agencies to gradually transition to a 100% zero-emission bus (ZEB) fleet by 2040. To achieve this goal, transit agencies must develop and submit an ICTP to CARB, outlining their plans for transitioning to a ZEB fleet, including the procurement of zero-emission buses, infrastructure development, and workforce training.

Staff has reviewed several consulting firms and determined that Willdan Financial Services is best suited to develop the ICTP for the City of McFarland's transit operations. They have extensive experience in developing similar plans for other transit agencies. In addition, their proposal totaling $7,000 was significantly lower than the other firms that were contacted.

Entering into a contract with Willdan Financial Services will allow the City of McFarland to meet the CARB deadline for submitting the ICTP while ensuring a comprehensive and well-developed

plan for transitioning to a zero-emission bus fleet. However, additional funds are required to cover the costs associated with the ICTP plan development. Staff is requesting a budget adjustment of $7,000 to the transit fund budget to ensure that these costs can be funded without negatively impacting other transit projects or services.

FINANCIAL IMPACT:

Transit Fund - $7,000.

RECOMMENDATION:

Staff recommends that the City Council authorize Resolution No. 2023-0069 authorizing the City Manager to enter into a professional services agreement with Willdan Financial Services to complete the zero-emission bus innovative clean transit plan (ICTP) for the City's transit operations and authorizing a budget adjustment to the transit fund in the amount of $7,000 to fund the cost of the ICTP.

ATTACHMENT:

1. Resolution No. 2023-0069
2. Proposed contract with Willdan Financial Services
3. Willdan Financial Services proposal for Zero-Emission Bus ICTP plan development

RESOLUTION NO. 2023-0069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO COMPLETE THE ZERO-EMISSION BUS INNOVATIVE CLEAN TRANSIT PLAN AND AUTHORIZING A BUDGET ADJUSTMENT OF $7,000 TO THE TRANSIT FUND

WHEREAS, the California Air Resources Board (CARB) has established the Innovative Clean Transit (ICT) Regulation requiring all public transit agencies to gradually transition to a 100% zero-emission bus (ZEB) fleet by 2040; and

WHEREAS, the City has determined that Willdan Financial Services is best suited to develop the ICTP for the City of McFarland's transit operations due to their extensive experience in developing similar plans for other transit agencies; and

WHEREAS, additional funds are required to cover the costs associated with the ICTP plan development; and

WHEREAS, the City Council finds it to be in the best interest of the City to enter into a professional services agreement with Willdan Financial Services to complete the Zero-Emission Bus ICTP for the City's transit operations and to authorize a budget adjustment to the transit fund in the amount of $7,000 to fund these costs.

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

Section 1. The City Manager is hereby authorized and directed to execute a professional services agreement with Willdan Financial Services, substantially in the form attached hereto as Exhibit A, to complete the Zero-Emission Bus ICTP plan for the City's transit operations, subject to final review and approval by the City Attorney.

Section 2. The City Council hereby authorizes a budget adjustment to the transit fund in the amount of $7,000 to fund the costs associated with the ICTP plan development.

Section 3. The City Clerk is directed to certify the adoption of this Resolution.

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, May 11, 2023, moved by Councilmember _____and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Saul Ayon, Mayor

_____
Sarah Drake, Deputy City Clerk

AGREEMENT FOR CONSULTANT SERVICES BETWEEN

CITY OF MCFARLAND, CALIFORNIA,

AND

WILLDAN FINANCIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and WILLDAN FINANCIAL SERVICES, a California corporation ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

Zero-Emission Bus Innovative Clean Transit Plan

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

AGREEMENT

1. TERM OF AGREEMENT.

1.1. This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than **June 15, 2023**, unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).

2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment "A" which is attached

hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "Described Services."

2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.

2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.

2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.

2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

3. PAYMENT FOR SERVICES (ATTACHMENT B).

3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.

3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:

- a description of services performed;
- the date the services were performed;
- the number of hours spent and by whom;
- a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/sub-consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or sub-consultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).

5.1. Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. CHANGES IN WORK AND EXTRA WORK. Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY. City designates Kenny Williams, its City Manager, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of City," "consult with City," "confer with City," or similar terms are used, they

shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

8. **VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

9. **TERMINATION OF AGREEMENT.**

9.1. Termination for Convenience City may terminate this Contract for City's convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

9.2. Termination for Breach of Contract.

9.2.1. Except as provided in Attachment "C", if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Consultant's plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant's breach of this Contract.

9.2.2. If the default under this Contract is due to Consultant's failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

9.2.3. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.2.4. If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.2.5. Acts of Moral Turpitude.

- **a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- **b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- **c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- **d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- **e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

9.2.6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

9.2.8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3. In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

10. COVENANTS AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

11.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

12. INDEPENDENT CONTRACTOR.

12.1. The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

12.2. If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City or the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the

Agreement applicable to Consultant's work, including indemnity and insurance requirements.

13. HOLD HARMLESS AND INDEMNIFICATION.

13.1. **Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

13.2. Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.3. Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant’s work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

13.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

13.5. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. ASSIGNMENT OF AGREEMENT. Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

15. INSURANCE.

15.1. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. ***Commercial General and Automobile Liability.*** Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In

the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

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

B. ***Professional Liability.*** Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

i. Be from an insurance company authorized to be in business in the State of California;

ii. Be in an insurable amount of not less than $1,000,000 for each occurrence; and

iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. ***Workers' Compensation.*** Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

D. ***Deductibles and Self-Insured Retentions.*** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

E. ***Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited,

or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.

F. ***Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

ii. Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

iii. Terminate this Agreement.

iv. Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

16. DISPUTES.

16.1. If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

A. Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

B. The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

16.2. If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for

resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

16.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

18.2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

18.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

19. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant: Willdan Financial Services
Attn: David Daniel
2401 East Katella Avenue, Suite 300
Anaheim, California 92806-5909

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

20. GENERAL PROVISIONS.

20.1. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20.2. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20.3. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

20.4. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

20.5. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

20.6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

20.7. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

20.8. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

20.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

20.10. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement 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 Agreement.

20.11. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

22. ACCESS AND ACCOMMODATIONS

22.1. Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

22.2. Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

22.3. Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

22.4. Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

22.5. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	**CONSULTANT***
CITY OF MCFARLAND, a municipal corporation By: _____ Name: _____ Title: _____ Dated: _____, 202__ ATTEST: _____ Sarah Drake, Deputy City Clerk	**WILLDAN FINANCIAL SERVICES** a corporation By: _____ Name: _____ Title: _____ Dated: _____, 202__ By: _____ Name: _____ Title: _____ Dated: _____, 202__ *Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

"ATTACHMENT "A"

SCOPE OF WORK

Willdan proposes the following tasks and associated deliverables for this scope of work.

Task 1: Project Management

Following receipt of a formal Notice to Proceed (NTP) from the City, Willdan will hold a kickoff meeting with City staff to review the project scope and goals. Willdan will then prepare a Request for Information (RFI) to collect the necessary data to complete the project tasks. Throughout the project duration, Willdan will hold biweekly check-in meetings with the project team to review progress, exchange information and ensure expectations are being met.

Task 2: Zero-Emission Bus (ZEB) ICT Rollout Plan

Willdan will complete the following elements for integration into the final plan.

- ***Route analysis and bus specifications*** – Willdan will calculate the energy demand and resulting minimum battery size, in kWh, needed to operate the existing fixed routes and Dial-a-Ride (DAR) options with electric buses. Willdan will utilize representative battery electric buses to determine the viability of electrifying existing operations without on-route charging.
- ***Charger specifications and operational analysis*** – For routes that can be completed on a single full charge, Willdan will determine the minimum charger power level needed to fully recharge the vehicle overnight and develop a charging schedule that avoids charging during on-peak times. If a route cannot be completed on a single charge, Willdan will investigate alternative solutions such as on-route charging or operational changes to fit within battery electric capabilities. Willdan will consider bus operating schedules, returning battery state of charge (SOC), required daily range, electrical capacity, staff availability, costs, and other factors to optimize a charging scenario for the fleet.
- ***Phase in Plan*** – After buses and chargers are selected, Willdan will develop a phase in plan, indicating how many and which type of equipment (bus or charger) need to be added to the fleet each year through 2040.
- ***Workforce training*** – Willdan will provide an overview of required and recommended training for bus operators, maintenance technicians, and support staff to properly operate and maintain electric buses.
- ***Site Evaluations and Facility Modifications Review*** – Willdan will work with the City to evaluate one potential site for bus chargers and supporting infrastructure for each fleet. It is assumed that other facilities will not require major modifications to support electric buses.
- ***Funding plan*** – Willdan will identify potential funding sources for both the purchase of electric buses and related charging infrastructure, including federal, state, utility, and local grant, rebate, or incentive programs.

Willdan will integrate our findings and recommendations from the aforementioned elements to develop a CARB Compliant Rollout Plan. Willdan expects to submit a Rollout Plan to McFarland's City Council on June 22, 2023 so that the approved Plan can then be submitted to CARB no later than June 30, 2023. The Rollout Plan will contain the following sections:

- Section A: Transit Agency Information
- Section B: Rollout Plan General Information
- Section C: Technology Portfolio
- Section D: Current Bus Fleet Composition and Future Bus Purchases

- Section E: Facilities and Infrastructure Modifications
- Section F: Providing Service in Disadvantaged Communities
- Section G: Workforce Training
- Section H: Potential Funding Sources
- Section I: Start-up and Scale-Up Challenges

Summary of Deliverables

- ***Copies of all meetings minutes and agendas***
- ***Draft and Final ICT Rollout Plan Report***

ATTACHMENT "B"

Payment for Services

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

FEE

Willdan proposes to complete the proposed scope of work for a **fixed fee of $7,000**, to be paid following issuing the final Rollout Plan.

ATTACHMENT "C"
Project Schedule and Completion Date

SCHEDULE

Willdan anticipates the scope of work will take 4-6 weeks to complete. The City Plans to take the final ICT Plan to Council Approval on June 22, 2023. If requested by the City, Willdan will participate in the Council meeting virtually. In order to meet this deadline, Willdan will issue a final ICT Plan by June 15, 2023. The proposed schedule assumes a Notice-to-Proceed is issued the week of May 1, 2023.

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of Consultant shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Consultant and Subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier. In the event Consultant's delay or failure to perform arises out of a Force Majeure Event, Consultant agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

April 21, 2023

Re: City of McFarland

Dear Mr. Pat Jacobs

Willdan is pleased to submit the following proposal to the City of McFarland to complete a California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rollout Plan.

SCOPE OF WORK

Willdan proposes the following tasks and associated deliverables for this scope of work.

Task 1: Project Management

Following receipt of a formal Notice to Proceed (NTP) from the City, Willdan will hold a kickoff meeting with City staff to review the project scope and goals. Willdan will then prepare a Request for Information (RFI) to collect the necessary data to complete the project tasks. Throughout the project duration, Willdan will hold biweekly check-in meetings with the project team to review progress, exchange information and ensure expectations are being met.

Task 2: Zero-Emission Bus (ZEB) ICT Rollout Plan

Willdan will complete the following elements for integration into the final plan.

- ***Route analysis and bus specifications*** – Willdan will calculate the energy demand and resulting minimum battery size, in kWh, needed to operate the existing fixed routes and Dial-a-Ride (DAR) options with electric buses. Willdan will utilize representative battery electric buses to determine the viability of electrifying existing operations without on-route charging.
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Willdan will integrate our findings and recommendations from the aforementioned elements to develop a CARB Compliant Rollout Plan. Willdan expects to submit a Rollout Plan to McFarland's City Council on June 22, 2023 so that the approved Plan can then be submitted to CARB no later than June 30, 2023. The Rollout Plan will contain the following sections:

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- Section B: Rollout Plan General Information
- Section C: Technology Portfolio
- Section D: Current Bus Fleet Composition and Future Bus Purchases

- Section E: Facilities and Infrastructure Modifications
- Section F: Providing Service in Disadvantaged Communities
- Section G: Workforce Training
- Section H: Potential Funding Sources
- Section I: Start-up and Scale-Up Challenges

Summary of Deliverables

- ***Copies of all meetings minutes and agendas***
- ***Draft and Final ICT Rollout Plan Report***

SCHEDULE

Willdan anticipates the scope of work will take 4-6 weeks to complete. The City Plans to take the final ICT Plan to Council Approval on June 22, 2023. If requested by the City, Willdan will participate in the Council meeting virtually. In order to meet this deadline, Willdan will issue a final ICT Plan by June 15, 2023. The proposed schedule assumes a Notice-to-Proceed is issued the week of May 1, 2023.

FEE

Willdan proposes to complete the proposed scope of work for a **fixed fee of $7,000**, to be paid following issuing the final Rollout Plan.

Willdan very much appreciates the City of McFarland's consideration of our services for this important scope and we look forward to working with you on this exciting project. Please don't hesitate to contact Clean Mobility Manager Taylor Briglio at (323) 384-1988 or tbriglio@willdan.com if you have any questions.

Respectfully submitted,



David Daniel, AIA, LEED AP | Vice President
619.980.2504 | ddaniel@willdan.com
Willdan