

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

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

August 24, 2023
6:00 PM

In Person Meeting

How to submit public comments:

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

Americans with Disabilities Act:

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

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor, Saul Ayon
Vice Mayor, Ricardo Cano
Council Member/Board Member, Amador Ayon
Council Member/ Board Member, Anita Gonzalez
Council Member/Board Member, Maria T. Pérez

INVOCATION

PLEDGE OF ALLEGIANCE

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135. Subject to availability notifying at least 48 hours before the meeting.

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

1. Drone Demonstration – Chief of Police Knox
2. Promotional Ceremony – Corporal Andrew Galvan

PUBLIC COMMENT: 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. 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

3. Public Works Department- PW Director F. Ortiz

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.

4. Approval of the Expense Report in the Amount of \$382,793.29 August 2, 2023, to August 15, 2023.
5. Approval of the August 10, 2023 Regular Meeting Minutes.

PUBLIC HEARINGS

6. Introduction and First Reading of Ordinance No.0009-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 17, CHAPTER 17.142 OF THE MCFARLAND MUNICIPAL CODE TO HEREBY REPEAL AND REPLACE IN ITS ENTIRETY. Relating to Signs.
 - Staff Report: Community Development Director, Paul Saldana
 - a. Open Public Hearing and Receive Public Testimony:
 - b. Close Public Hearing:
 - c. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce Ordinance No. 0009-2023 AN ORDINANCE OF THE CITY OF

MCFARLAND AMENDING TITLE 17, CHAPTER 17.142 OF THE MCFARLAND MUNICIPAL CODE TO HEREBY REPEAL AND REPLACE IN ITS ENTIRETY.

- d. Direct Staff to Schedule Second Reading and Adoption of Ordinance No.0009-2023 for the Next Regular City Council Meeting of September 14, 2023.
7. Second Reading and Adoption of Ordinance No. 0007-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES.
 - Staff Report: Community Development Director, Paul Saldana
 - a. Open Public Hearing and Receive Public Testimony:
 - b. Close Public Hearing:
 - c. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Adopt Ordinance No. 0007-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES
 - d. Direct Staff to Post Within 15 days of its Passage in Designated Posting Locations.
8. Second Reading and Adoption of Ordinance No. 0008-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING SECTION 19.04.110(a) OF THE MCFARLAND MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS PERMITTING.
 - Staff Report: Community Development Director, Paul Saldana
 - a. Open Public Hearing and Receive Public Testimony:
 - b. Close Public Hearing:
 - c. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Adopt Ordinance No. 0008-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING SECTION 19.04.110(a) OF THE MCFARLAND MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS PERMITTING.
 - d. Direct Staff to Post Within 15 days of its Passage in Designated Posting Locations.

ADMINISTRATIVE AGENDA

9. Report, Discuss, and Possible Approval of Resolution No. 2023-0099 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TRANSFER OF THE FRANCHISE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES FROM R&F DISPOSAL TO USA WASTE OF CALIFORNIA, INC.
 - a. **Presentation: Waste Management RE: Franchise Transition Plan**
10. Report, Discuss, and Possible Approval of Resolution No. 2023-0100 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7393 PHASE 2, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT

BONDS, SUBDIVISION GUARANTEE AND IMPMAP AND AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE.

11. Report, Discussion, and Possible Approval of the Employment Agreement Between the City and Brian Knox for the Chief of Police Position and Approval of Resolution Number 2023-0101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE POLICE DEPARTMENT BUDGET FROM THE GENERAL FUND.
12. Report, Discussion, and Possible Approval of Resolution No. 2023-0102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ELIMINATING THE EXECUTIVE ADMINISTRATIVE ASSISTANT POSITION AND ONE OF THE TWO AUTHORIZED ADMINISTRATIVE ASSISTANT I POSITIONS, CREATING THE ADMINISTRATIVE ASSISTANT II POSITION, AND AMENDING THE FY23/24 SALARY SCHEDULE.
13. Report, Discuss, and Possible Approval of the Modifications to the Community Grants Program Policy.

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

1. Conference with Labor Negotiators (§54957.6): Agency designated representatives: City Employment Attorney and City Attorney; Employee organization: SEIU
2. Conference with Legal Counsel – Anticipated Litigation - Significant exposure to litigation pursuant to Government Code §54956.9(b): One Case

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on August 21, 2023.

Francisca Alvarado
Francisca Alvarado, City Clerk

Kenneth Williams
Kenny Williams, City Manager

Next Meeting: September 14, 2023.

The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

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



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 8/2/2023 - 8/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	INV 0168603	08/09/2023	INV 0168603 Service Console ...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0024420	08/10/2023	American Fidelity Accident 1	01-22800-0000-1	27.64
American Fidelity	INV0024421	08/10/2023	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0024422	08/10/2023	American Fidelity - Disability I...	01-22700-0000-1	175.57
American Fidelity	INV0024423	08/10/2023	Life 1	01-22900-0000-1	45.64
American Fidelity	INV0024424	08/10/2023	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0024440	08/10/2023	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0024457	08/10/2023	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0024457	08/10/2023	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0024458	08/10/2023	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0024459	08/10/2023	American Fidelity - Disability I...	01-22700-0000-1	25.27
American Fidelity	INV0024459	08/10/2023	American Fidelity - Disability I...	30-22700-0000-1	35.39
American Fidelity	INV0024459	08/10/2023	American Fidelity - Disability I...	31-22700-0000-1	9.89
American Fidelity	INV0024459	08/10/2023	American Fidelity - Disability I...	32-22700-0000-1	44.83
American Fidelity	INV0024459	08/10/2023	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0024460	08/10/2023	Health FSA	01-22600-0000-1	60.56
American Fidelity	INV0024460	08/10/2023	Health FSA	30-22600-0000-1	83.07
American Fidelity	INV0024460	08/10/2023	Health FSA	31-22600-0000-1	50.19
American Fidelity	INV0024460	08/10/2023	Health FSA	32-22600-0000-1	108.09
American Fidelity	INV0024461	08/10/2023	Life 1	01-22900-0000-1	26.10
American Fidelity	INV0024461	08/10/2023	Life 1	30-22900-0000-1	41.32
American Fidelity	INV0024461	08/10/2023	Life 1	31-22900-0000-1	10.39
American Fidelity	INV0024461	08/10/2023	Life 1	32-22900-0000-1	24.28
American Fidelity	INV0024461	08/10/2023	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0024462	08/10/2023	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0024482	08/10/2023	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0024483	08/10/2023	Cancer 1 American Fidelity	01-22950-0000-1	0.87
American Fidelity	INV0024483	08/10/2023	Cancer 1 American Fidelity	30-22950-0000-1	2.62
American Fidelity	INV0024483	08/10/2023	Cancer 1 American Fidelity	31-22950-0000-1	2.62
American Fidelity	INV0024483	08/10/2023	Cancer 1 American Fidelity	32-22950-0000-1	2.60
American Fidelity	INV0024484	08/10/2023	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					980.66
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 21071	08/09/2023	INV 21071 Recurring Monthly ...	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	INV 21104	08/09/2023	INV 21104 Recurring IT Servic...	01-310-52200-0000-1	3,600.00
Vendor American Office Solu - American Office Solutions, LLC Total:					7,200.00
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 23-046	08/01/2023	INV 23-046 2nd St. Landscape...	25-000-52960-8290-1	325.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					325.00
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI357318	08/01/2023	INV BPI357318 L A Chemchlor...	32-510-57400-0000-1	614.99
Vendor Brenntag - Brenntag Pacific Inc. Total:					614.99
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AG17585	08/01/2023	INV AG17585 BOD & TSS-WW...	30-500-57400-0000-1	150.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					150.00
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	INV 000168	08/01/2023	INV 000168 Cal Clean Services...	01-190-52200-0000-1	280.00
Vendor CALCLEAN - Cal Clean LLC Total:					280.00

Expense Approval Report

Payment Dates: 8/2/2023 - 8/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CA DCSS - California Dept of Child Support Services					
California Dept of Child Suppo...	INV0024481	08/10/2023	CA Dept Child Support Services	32-22350-0000-1	521.53
Vendor CA DCSS - California Dept of Child Support Services Total:					521.53
Vendor: Continental Labor Re - Continental Labor Resources, Inc.					
Continental Labor Resources, ...	INV 3005150	08/01/2023	INV 3005150 Lopez, Bernadin...	20-200-52200-0000-1	175.10
Vendor Continental Labor Re - Continental Labor Resources, Inc. Total:					175.10
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV T211003	08/01/2023	INV T211003 CTS Bevel Tool, I...	32-510-57400-0000-1	162.38
Vendor Core & Main LP - Core & Main LP Total:					162.38
Vendor: D/B/A USABUEBOOK - D/B/A USABUEBOOK					
D/B/A USABUEBOOK	INV00093360	08/09/2023	INV00093360 LMI Repair Kit G...	32-510-57400-0000-1	415.19
Vendor D/B/A USABUEBOOK - D/B/A USABUEBOOK Total:					415.19
Vendor: John Deere - DEERE & COMPANY					
DEERE & COMPANY	INV1031093088	08/01/2023	QUOTE- 28035312 Diesel Land...	26-110-53100-8550-1	19,169.08
Vendor John Deere - DEERE & COMPANY Total:					19,169.08
Vendor: EDD - EDD					
EDD	INV0024414	08/10/2023	SDI - State Disability Insurance	32-22200-0000-1	13.08
EDD	INV0024444	08/10/2023	State Income Tax Withholding	01-22200-0000-1	1,622.51
EDD	INV0024444	08/10/2023	State Income Tax Withholding	30-22200-0000-1	4.62
EDD	INV0024444	08/10/2023	State Income Tax Withholding	32-22200-0000-1	4.64
EDD	INV0024445	08/10/2023	SDI - State Disability Insurance	01-22200-0000-1	494.17
EDD	INV0024445	08/10/2023	SDI - State Disability Insurance	30-22200-0000-1	1.90
EDD	INV0024445	08/10/2023	SDI - State Disability Insurance	32-22200-0000-1	1.89
EDD	INV0024446	08/10/2023	State Unemployment Insuran...	01-22250-0000-1	1.88
EDD	INV0024447	08/10/2023	Employment Training Tax	01-22275-0000-1	0.05
EDD	INV0024487	08/10/2023	State Income Tax Withholding	01-22200-0000-1	820.54
EDD	INV0024487	08/10/2023	State Income Tax Withholding	20-22200-0000-1	4.35
EDD	INV0024487	08/10/2023	State Income Tax Withholding	30-22200-0000-1	429.76
EDD	INV0024487	08/10/2023	State Income Tax Withholding	31-22200-0000-1	221.77
EDD	INV0024487	08/10/2023	State Income Tax Withholding	32-22200-0000-1	388.72
EDD	INV0024487	08/10/2023	State Income Tax Withholding	34-22200-0000-1	19.69
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	01-22200-0000-1	263.93
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	20-22200-0000-1	16.06
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	30-22200-0000-1	159.17
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	31-22200-0000-1	64.42
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	32-22200-0000-1	181.88
EDD	INV0024488	08/10/2023	SDI - State Disability Insurance	34-22200-0000-1	13.64
EDD	INV0024489	08/10/2023	State Unemployment Insuran...	01-22250-0000-1	57.92
EDD	INV0024489	08/10/2023	State Unemployment Insuran...	20-22250-0000-1	11.49
EDD	INV0024489	08/10/2023	State Unemployment Insuran...	30-22250-0000-1	100.84
EDD	INV0024489	08/10/2023	State Unemployment Insuran...	31-22250-0000-1	12.00
EDD	INV0024489	08/10/2023	State Unemployment Insuran...	32-22250-0000-1	166.26
EDD	INV0024490	08/10/2023	Employment Training Tax	01-22275-0000-1	1.46
EDD	INV0024490	08/10/2023	Employment Training Tax	20-22275-0000-1	0.28
EDD	INV0024490	08/10/2023	Employment Training Tax	30-22275-0000-1	2.52
EDD	INV0024490	08/10/2023	Employment Training Tax	31-22275-0000-1	0.30
EDD	INV0024490	08/10/2023	Employment Training Tax	32-22275-0000-1	4.16
Vendor EDD - EDD Total:					5,085.90
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Paymen...	INV0024413	08/10/2023	Social Security	32-22100-0000-1	180.24
Electronic Federal Tax Paymen...	INV0024415	08/10/2023	Medicare	32-22150-0000-1	42.16
Electronic Federal Tax Paymen...	INV0024442	08/10/2023	Federal Income Tax Withholdi...	01-22050-0000-1	4,172.99
Electronic Federal Tax Paymen...	INV0024442	08/10/2023	Federal Income Tax Withholdi...	30-22050-0000-1	15.12
Electronic Federal Tax Paymen...	INV0024442	08/10/2023	Federal Income Tax Withholdi...	32-22050-0000-1	15.14
Electronic Federal Tax Paymen...	INV0024443	08/10/2023	Social Security	01-22100-0000-1	6,932.56
Electronic Federal Tax Paymen...	INV0024443	08/10/2023	Social Security	30-22100-0000-1	26.12
Electronic Federal Tax Paymen...	INV0024443	08/10/2023	Social Security	32-22100-0000-1	26.10
Electronic Federal Tax Paymen...	INV0024448	08/10/2023	Medicare	01-22150-0000-1	1,621.30

Expense Approval Report

Payment Dates: 8/2/2023 - 8/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0024448	08/10/2023	Medicare	30-22150-0000-1	6.10
Electronic Federal Tax Paymen...	INV0024448	08/10/2023	Medicare	32-22150-0000-1	6.12
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	01-22050-0000-1	2,171.54
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	20-22050-0000-1	17.84
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	30-22050-0000-1	1,112.93
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	31-22050-0000-1	463.30
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	32-22050-0000-1	978.06
Electronic Federal Tax Paymen...	INV0024485	08/10/2023	Federal Income Tax Withholdi...	34-22050-0000-1	85.80
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	01-22100-0000-1	3,636.30
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	20-22100-0000-1	221.20
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	30-22100-0000-1	2,192.42
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	31-22100-0000-1	887.52
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	32-22100-0000-1	2,506.26
Electronic Federal Tax Paymen...	INV0024486	08/10/2023	Social Security	34-22100-0000-1	187.94
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	01-22150-0000-1	850.48
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	20-22150-0000-1	51.76
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	30-22150-0000-1	512.80
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	31-22150-0000-1	207.58
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	32-22150-0000-1	586.00
Electronic Federal Tax Paymen...	INV0024491	08/10/2023	Medicare	34-22150-0000-1	43.96
Vendor EFTPS - Electronic Federal Tax Payment System Total:					29,757.64

Vendor: farmers home - Farmers Home Administration USDA Rural Development

Farmers Home Administration...	04-015-0956005880	08/09/2023	USDA Case #04-015-0956005...	01-155-54600-0000-1	13,239.90
Farmers Home Administration...	04-015-0956005880	08/09/2023	USDA Case #04-015-0956005...	01-155-58900-0000-1	20,207.30
Vendor farmers home - Farmers Home Administration USDA Rural Development Total:					33,447.20

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	661-792-347-031715-5	08/01/2023	Frontier June2023 661792343...	01-185-57800-0000-1	109.92
Vendor Frontier - Frontier California Inc. Total:					109.92

Vendor: gotocom - GoTo Communications Inc

GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-105-57800-0000-1	8.56
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-110-57800-0000-1	26.76
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-115-57800-0000-1	29.97
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-140-57800-0000-1	29.97
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-150-57800-0000-1	256.86
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-155-57800-0000-1	8.56
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-160-57800-0000-1	8.56
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-165-57800-0000-1	24.20
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-175-57800-0000-1	29.97
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	01-180-57800-0000-1	35.70
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	20-200-57800-0000-1	0.64
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	30-500-57800-0000-1	152.61
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	31-505-57800-0000-1	63.14
GoTo Communications Inc	INV7102173520	08/10/2023	INV7102173520 GoTo Monthl...	32-510-57800-0000-1	137.85
Vendor gotocom - GoTo Communications Inc Total:					813.35

Vendor: Grainger - Grainger

Grainger	INV9791970198	08/09/2023	INV9791970198 Spray Gun Fltr...	01-180-57400-0000-1	80.20
Vendor Grainger - Grainger Total:					80.20

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 832858	08/01/2023	INV 832858 Concentrate, Cool...	01-180-56440-0000-1	77.08
Granite Auto Parts Inc	INV 833025	08/09/2023	INV 833025 Gasket, WD40 Spr...	32-510-57400-0000-1	29.77
Granite Auto Parts Inc	INV 833273	08/09/2023	INV 833273 2 Gal Gas Can 07/...	01-180-57400-0000-1	19.47
Granite Auto Parts Inc	INV 833342	08/09/2023	INV 833342 Pintle Hook Parts...	01-180-57400-0000-1	231.09
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					357.41

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-105-54000-0000-1	2.13
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-110-54000-0000-1	14.29
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-115-54000-0000-1	13.16
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-140-54000-0000-1	2.13

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Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-150-54000-0000-1	821.33
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-155-54000-0000-1	32.85
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-160-54000-0000-1	10.91
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-175-54000-0000-1	1.13
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	01-180-54000-0000-1	131.39
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	20-200-54000-0000-1	43.76
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	30-500-54000-0000-1	82.12
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	32-510-54000-0000-1	32.85
Gregs Petroleum	INV 398699	08/01/2023	Fuel INV 398699 07/28/23	34-520-54000-0000-1	65.70
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-105-54000-0000-1	3.01
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-110-54000-0000-1	20.21
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-115-54000-0000-1	18.61
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-140-54000-0000-1	3.01
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-150-54000-0000-1	1,161.17
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-155-54000-0000-1	46.44
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-160-54000-0000-1	15.42
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-175-54000-0000-1	1.60
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	01-180-54000-0000-1	185.76
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	20-200-54000-0000-1	61.86
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	30-500-54000-0000-1	116.10
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	32-510-54000-0000-1	46.44
Gregs Petroleum	INV 399602	08/09/2023	Fuel INV 399602 08/01/23	34-520-54000-0000-1	92.88
Vendor Gregs Petroleum - Gregs Petroleum Total:					3,026.26

Vendor: Home Depot - Home Depot

Home Depot	001433-9634121	08/09/2023	Auth Code 001433-9634121 Je..	01-180-57400-0000-1	270.75
Home Depot	025805/6532114	08/09/2023	Auth Code 025805/6532114 S...	32-510-57400-0000-1	27.04
Home Depot	028170/3614227	08/09/2023	Auth Code 028170/3614227 P...	01-180-57400-0000-1	471.73
Home Depot	028170/3614227	08/09/2023	Auth Code 028170/3614227 P...	32-510-57400-0000-1	471.73
Home Depot	030463/1532364	08/09/2023	Auth Code 030463/1532364 ...	01-190-57400-0000-1	305.42
Vendor Home Depot - Home Depot Total:					1,546.67

Vendor: Irrigation Concepts - Irrigation Concepts

Irrigation Concepts	INV 47933	08/09/2023	INV 47933 1/2 Slip Cap SCH & ...	01-180-57400-0000-1	3.42
Vendor Irrigation Concepts - Irrigation Concepts Total:					3.42

Vendor: Jasmin Martinez - Jasmin Martinez

Jasmin Martinez	INV0024453	08/09/2023	Reimbursemnt for Meals duri...	01-175-52000-0000-1	101.00
Vendor Jasmin Martinez - Jasmin Martinez Total:					101.00

Vendor: John Hancock - John Hancock

John Hancock	INV0024418	08/10/2023	401K - Employer	01-20800-0000-1	3,541.87
John Hancock	INV0024418	08/10/2023	401K - Employer	30-20800-0000-1	21.00
John Hancock	INV0024418	08/10/2023	401K - Employer	32-20800-0000-1	21.01
John Hancock	INV0024419	08/10/2023	401K - Employee	01-20800-0000-1	2,707.20
John Hancock	INV0024426	08/10/2023	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0024427	08/10/2023	401k Contribution	01-20800-0000-1	300.26
John Hancock	INV0024428	08/10/2023	401k Contribution	01-20800-0000-1	347.28
John Hancock	INV0024429	08/10/2023	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0024430	08/10/2023	401k Contribution	01-20800-0000-1	297.28
John Hancock	INV0024431	08/10/2023	401k Contribution	01-20800-0000-1	240.72
John Hancock	INV0024432	08/10/2023	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0024433	08/10/2023	401k Contribution	01-20800-0000-1	603.55
John Hancock	INV0024434	08/10/2023	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0024435	08/10/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0024436	08/10/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0024437	08/10/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0024438	08/10/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0024439	08/10/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0024454	08/10/2023	401K - Employer	01-20800-0000-1	1,621.09
John Hancock	INV0024454	08/10/2023	401K - Employer	20-20800-0000-1	16.12
John Hancock	INV0024454	08/10/2023	401K - Employer	30-20800-0000-1	1,498.12
John Hancock	INV0024454	08/10/2023	401K - Employer	31-20800-0000-1	592.73

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John Hancock	INV0024454	08/10/2023	401K - Employer	32-20800-0000-1	1,347.64
John Hancock	INV0024455	08/10/2023	401K - Employee	01-20800-0000-1	301.80
John Hancock	INV0024455	08/10/2023	401K - Employee	20-20800-0000-1	102.79
John Hancock	INV0024455	08/10/2023	401K - Employee	30-20800-0000-1	355.13
John Hancock	INV0024455	08/10/2023	401K - Employee	31-20800-0000-1	215.36
John Hancock	INV0024455	08/10/2023	401K - Employee	32-20800-0000-1	575.99
John Hancock	INV0024456	08/10/2023	401K - Employer	20-20800-0000-1	141.76
John Hancock	INV0024456	08/10/2023	401K - Employer	32-20800-0000-1	78.13
John Hancock	INV0024463	08/10/2023	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0024464	08/10/2023	401K Loan 1	01-20800-0000-1	160.26
John Hancock	INV0024465	08/10/2023	401K Loan 1	01-20800-0000-1	23.84
John Hancock	INV0024465	08/10/2023	401K Loan 1	30-20800-0000-1	71.51
John Hancock	INV0024465	08/10/2023	401K Loan 1	31-20800-0000-1	71.51
John Hancock	INV0024465	08/10/2023	401K Loan 1	32-20800-0000-1	71.52
John Hancock	INV0024466	08/10/2023	401K Loan 2	32-20800-0000-1	44.50
John Hancock	INV0024467	08/10/2023	401K Loan 2	01-20800-0000-1	182.65
John Hancock	INV0024468	08/10/2023	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0024468	08/10/2023	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0024468	08/10/2023	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0024469	08/10/2023	401K Loan 3	32-20800-0000-1	25.60
John Hancock	INV0024470	08/10/2023	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0024471	08/10/2023	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0024472	08/10/2023	401K Loan 4	32-20800-0000-1	89.01
John Hancock	INV0024473	08/10/2023	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0024473	08/10/2023	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0024474	08/10/2023	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0024474	08/10/2023	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0024475	08/10/2023	401k Contribution	01-20800-0000-1	1,246.48
John Hancock	INV0024476	08/10/2023	401k Contribution	32-20800-0000-1	152.43
John Hancock	INV0024477	08/10/2023	401k Contribution	01-20800-0000-1	219.91
John Hancock	INV0024477	08/10/2023	401k Contribution	20-20800-0000-1	6.81
John Hancock	INV0024478	08/10/2023	401k Contribution	34-20800-0000-1	151.57
John Hancock	INV0024479	08/10/2023	401k Contribution	01-20800-0000-1	356.74
John Hancock	INV0024480	08/10/2023	401k Contribution	01-20800-0000-1	446.16
John Hancock	INV0024480	08/10/2023	401k Contribution	30-20800-0000-1	178.46
John Hancock	INV0024480	08/10/2023	401k Contribution	31-20800-0000-1	89.23
John Hancock	INV0024480	08/10/2023	401k Contribution	32-20800-0000-1	178.46
Vendor John Hancock - John Hancock Total:					21,960.35
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	INV 018568	08/09/2023	INV 018568 A/C Service 2013 ...	32-510-56600-0000-1	284.35
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					284.35
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	INV0024409	08/02/2023	July 2023 Gate Fees	31-505-52400-0000-1	6,453.52
Vendor K.C. Waste - K.C. Waste Total:					6,453.52
Vendor: Kern County Sheriff' - Kern County Sheriff's Office					
Kern County Sheriff's Office	INV0024382	07/27/2023	23-02951 Z Hasnain	01-22350-0000-1	476.15
Kern County Sheriff's Office	INV0024441	08/10/2023	23-02951 Z Hasnain	01-22350-0000-1	517.17
Vendor Kern County Sheriff' - Kern County Sheriff's Office Total:					993.32
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	INV 103-1081425	08/01/2023	INV 103-1081425 Starter Rope...	01-180-57400-0000-1	15.16
Vendor Kern Machinery - Kern Machinery Total:					15.16
Vendor: Kansas State Bank - KS State Bank					
KS State Bank	INV0024449	08/09/2023	KS State Contract Maturity R...	01-180-58900-0000-1	1,116.21
Vendor Kansas State Bank - KS State Bank Total:					1,116.21
Vendor: RON100 - Larry Ronk III					
Larry Ronk III	INV0024450	08/09/2023	Rembursement for 24in Laser...	01-160-57400-0000-1	64.94
Vendor RON100 - Larry Ronk III Total:					64.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 15112698	08/09/2023	INV 15112698 Xerox C8155 M...	01-130-52200-0000-1	400.53
Vendor Leaf - LEAF Capital Funding LLC Total:					400.53
Vendor: Liebert C. Whitmore - Liebert C. Whitmore					
Liebert C. Whitmore	INV 245172	08/01/2023	INV 245172 MC60-00001 Gen...	01-130-56100-0000-1	408.00
Liebert C. Whitmore	INV 245879	08/01/2023	INV 245879 MC060-00035 SEI...	01-130-56100-0000-1	1,120.50
Liebert C. Whitmore	INV 245909	08/09/2023	INV 245909 MC060-00036 Ch...	01-150-56100-0000-1	3,662.55
Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:					5,191.05
Vendor: Magic Touch Car Wash - Magic Touch Car Wash					
Magic Touch Car Wash	INV 125	08/01/2023	INV 125-Fleet April-June 2023	01-150-52200-0000-1	461.00
Vendor Magic Touch Car Wash - Magic Touch Car Wash Total:					461.00
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	Inv 07.31.2023	08/09/2023	Translation & Interpreting Inv ...	01-105-52200-0000-1	391.50
Vendor Mario Sanchez - Mario Sanchez Total:					391.50
Vendor: MU - Mayra Uribe					
Mayra Uribe	INV0024412	08/02/2023	Uribe, Mayra Veteran's Hall R...	01-185-42350-0000-1	150.00
Mayra Uribe	INV0024412	08/02/2023	Uribe, Mayra Veteran's Hall R...	01-24000-0000-1	350.00
Vendor MU - Mayra Uribe Total:					500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 29837	08/01/2023	INV 29837 Tires for Sweeper Q...	01-180-56440-0000-1	580.00
McFarland Tire	INV 30449	08/09/2023	INV 30449 Fix Flat Tire for Trac...	01-180-57400-0000-1	50.00
Vendor McFarland Tire - McFarland Tire Total:					630.00
Vendor: Office Depot - Office Depot					
Office Depot	INV 323636627001	08/01/2023	INV 323636627001 Admin HP ...	01-105-57200-0000-1	30.31
Office Depot	INV 323636627001	08/01/2023	INV 323636627001 Admin HP ...	01-110-57200-0000-1	30.33
Office Depot	INV 323636627001	08/01/2023	INV 323636627001 Admin HP ...	01-111-57200-0000-1	30.33
Office Depot	INV 323636627001	08/01/2023	INV 323636627001 Admin HP ...	01-112-57200-0000-1	30.33
Office Depot	INV 323636627001	08/01/2023	INV 323636627001 Admin HP ...	01-160-57200-0000-1	30.33
Office Depot	INV 323376866001	08/09/2023	INV 323376866001 MPD Offic...	01-150-57200-0000-1	60.56
Office Depot	INV 324140451001	08/09/2023	INV 324140451001 Blk Trash ...	01-105-57200-0000-1	43.75
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-105-57200-0000-1	28.22
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-110-57200-0000-1	28.20
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-111-57200-0000-1	28.20
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-112-57200-0000-1	28.20
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-140-57200-0000-1	9.39
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-160-57200-0000-1	9.39
Office Depot	INV 324146204001	08/09/2023	INV 324146204001 Admin HP ...	01-175-57200-0000-1	9.42
Vendor Office Depot - Office Depot Total:					396.96
Vendor: Pace Analytical Serv - Pace Analytical Services, LLC					
Pace Analytical Services, LLC	INV B480030	08/09/2023	INV B480030 Quarterly Groun...	30-500-58200-0000-1	113.50
Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:					113.50
Vendor: Pitney Bowes - Pitney Bowes					
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-105-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-110-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-115-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-130-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-140-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-150-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-155-55600-0000-1	19.91
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-160-55600-0000-1	19.91
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-165-55600-0000-1	19.90
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	01-175-55600-0000-1	19.91
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	30-500-55600-0000-1	19.91
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	31-505-55600-0000-1	19.91
Pitney Bowes	8000-9000-0937-7825 0	08/09/2023	8000-9000-0937-7825 08/06/...	32-510-55600-0000-1	19.91
Vendor Pitney Bowes - Pitney Bowes Total:					258.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0024425	08/10/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					24.90
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	INV 345040	08/01/2023	R&F July 2023 INV 345040 City..	01-180-58050-0000-1	370.50
R&F Disposal	INV 34568	08/01/2023	R&F City Hall INV 34568 Roll O...	01-180-58050-0000-1	403.00
R&F Disposal	INV 731232	08/01/2023	R&F July 2023 INV 731232 Mc...	01-185-58050-0000-1	93.72
R&F Disposal	INV 731233	08/01/2023	R&F July 2023 INV 731233 Se...	30-500-58050-0000-1	143.56
R&F Disposal	INV 731234	08/01/2023	R&F July 2023 INV 731234 Bla...	01-180-58050-0000-1	143.56
R&F Disposal	INV 731235	08/01/2023	R&F July 2023 INV 731235 3yd...	01-155-58050-0000-1	143.56
R&F Disposal	INV 731236	08/01/2023	R&F July 2023 INV 731236 Poli...	01-150-52200-0000-1	107.32
R&F Disposal	INV0024408	08/02/2023	July 2023 RF Garbage Fees	01-100-41300-0000-1	-4,044.79
R&F Disposal	INV0024408	08/02/2023	July 2023 RF Garbage Fees	31-505-42340-0000-1	-2,163.75
R&F Disposal	INV0024408	08/02/2023	July 2023 RF Garbage Fees	31-505-52400-0000-1	80,895.72
R&F Disposal	INV0024410	08/02/2023	July 2023 RF Organic Fees	31-505-52400-0000-1	2,128.82
R&F Disposal	INV0024411	08/02/2023	July 2023 RF Recycling Fees	31-505-52500-0000-1	11,179.33
Vendor R&F Disposal - R&F Disposal Total:					89,400.55
Vendor: San Joaquin Paint - San Joaquin Paint					
San Joaquin Paint	INV 129756	08/09/2023	INV 129756 5 Gal Strainer 08/...	01-180-57400-0000-1	2.44
Vendor San Joaquin Paint - San Joaquin Paint Total:					2.44
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 Seatrain Police ...	01-150-52200-0000-1	43.00
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 Animal Shelter ...	01-155-52200-0000-1	52.00
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 City Hall COM 1	01-190-52200-0000-1	121.00
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 Waste Water C...	30-500-52200-0000-1	52.00
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 Well 6 COM 3	32-510-52200-0000-1	52.00
SECURE SYSTEMS	INV R259468	08/01/2023	INV R259468 Storage Tank C...	32-510-52200-0000-1	52.00
SECURE SYSTEMS	INV P 769053	08/09/2023	INV P 769053 City Hall COM 2 ...	01-190-52200-0000-1	1,250.00
SECURE SYSTEMS	INV P 769167	08/09/2023	INV P 769167 Service Alarm W...	01-190-52200-0000-1	477.38
SECURE SYSTEMS	INV P769141	08/09/2023	INV P769141 COM2 CityHall A...	01-190-52200-0000-1	750.00
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					2,849.38
Vendor: Serrena McCuan - SERRENA MCCUAN					
SERRENA MCCUAN	INV0024416	08/09/2023	Meal Expenses	01-112-52000-0000-1	71.00
SERRENA MCCUAN	INV0024416	08/09/2023	Fuel for RMA Meeting	01-112-52000-0000-1	125.24
SERRENA MCCUAN	INV0024417	08/09/2023	SHRM Meeting	01-112-52000-0000-1	70.00
Vendor Serrena McCuan - SERRENA MCCUAN Total:					266.24
Vendor: Spay Neuter - Spay Neuter Imperative Project California					
Spay Neuter Imperative Projec...	INV 8307	08/09/2023	INV 8307 Spay Neuter Vaccine	01-155-44000-8452-1	7,500.00
Vendor Spay Neuter - Spay Neuter Imperative Project California Total:					7,500.00
Vendor: CALTRANS - State of California Department of Transportation					
State of California Department..	INV SL231105	08/01/2023	INV SL231105 Signals & Lighti...	01-180-58100-0000-1	47.52
Vendor CALTRANS - State of California Department of Transportation Total:					47.52
Vendor: Statewide Saftey - Statewide Saftey					
Statewide Saftey	INV 12018035	08/01/2023	INV 12018035 Statewide Traff...	01-180-56500-0000-1	820.90
Statewide Saftey	INV 12018038	08/09/2023	INV 12018038 Sign 24" EV Cha...	01-180-56500-0000-1	69.28
Statewide Saftey	INV 12018041	08/09/2023	INV 12018041 Statewide Traff...	01-180-56500-0000-1	571.56
Statewide Saftey	INV 12018062	08/09/2023	INV 12018062 Statewide Traff...	01-180-56500-0000-1	1,897.18
Statewide Saftey	INV 12018064	08/09/2023	INV 12018064 Statewide Traff...	01-180-56500-0000-1	432.86
Vendor Statewide Saftey - Statewide Saftey Total:					3,791.78
Vendor: Stockbridge - Stockbridge General Contracting Inc					
Stockbridge General Contracti...	INV 38453	08/01/2023	INV 38453 Payment 7 Comm...	25-000-52960-8425-1	110,080.11
Vendor Stockbridge - Stockbridge General Contracting Inc Total:					110,080.11
Vendor: Supplyworks - Supplyworks Inc					
Supplyworks Inc	Order 51326447	08/01/2023	Order 51326447 Towel Ctrpll, ...	01-185-57400-0000-1	214.45
Supplyworks Inc	Order 51326447	08/01/2023	Order 51326447 Towel Ctrpll, ...	01-190-57400-0000-1	214.45
Supplyworks Inc	Order 51326447	08/01/2023	Order 51326447 Towel Ctrpll, ...	20-200-57400-0000-1	214.47
Supplyworks Inc	Order 51326448	08/01/2023	Order 51326448 Renown CN L...	01-150-57400-0000-1	35.23

Expense Approval Report

Payment Dates: 8/2/2023 - 8/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Supplyworks Inc	Order 51326448	08/01/2023	Order 51326448 Renown CN L...	01-185-57400-0000-1	35.21
Supplyworks Inc	Order 51326448	08/01/2023	Order 51326448 Renown CN L...	01-190-57400-0000-1	35.21
Vendor Supplyworks - Supplyworks Inc Total:					749.02
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 0623109839	08/01/2023	INV 0623109839 PW Invite & ...	25-000-52960-2303-1	680.49
The Bakersfield Californian	INV 0623109839	08/01/2023	INV 0623109839 PW Invite & ...	25-000-52960-2304-1	680.49
The Bakersfield Californian	INV 0623109839	08/01/2023	INV 0623109839 PW Invite & ...	25-000-52960-2305-1	682.54
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					2,043.52
Vendor: THE BANCORP - THE BANCORP BANK					
THE BANCORP BANK	INV 605780	08/09/2023	INV 605780 August Lease Ren...	01-150-58900-0000-1	7,227.09
Vendor THE BANCORP - THE BANCORP BANK Total:					7,227.09
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV 01730953	08/09/2023	INV 01730953 Internet Month...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV 01730953	08/09/2023	INV 01730953 Internet Month...	30-500-57800-0000-1	145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV 9939523392	08/01/2023	INV 9939523392 July23 Police...	01-150-57800-0000-1	1,830.09
Verizon - Police Dep	INV 9939523392	08/01/2023	INV 9939523392 July23 Police...	01-155-57800-0000-1	74.01
Verizon - Police Dep	INV 9939523392	08/01/2023	INV 9939523392 July23 Police...	30-500-57800-0000-1	11.49
Verizon - Police Dep	INV 9939523392	08/01/2023	INV 9939523392 July23 Police...	32-510-57800-0000-1	11.28
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					1,926.87
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR988318	08/01/2023	INV 24AR988318 Monthly Con...	01-130-54800-0000-1	872.45
Vendor Visual Edge - Visual Edge IT, Inc. Total:					872.45
Vendor: WILLDAN - WILLDAN					
WILLDAN	INV010-55392	08/09/2023	INV010-55392 CFDA FY2023/...	24-210-52200-0000-1	8,876.06
WILLDAN	INV010-55393	08/09/2023	INV010-55393 LLD FY23/24	20-200-52200-0000-1	3,249.92
Vendor WILLDAN - WILLDAN Total:					12,125.98
Grand Total:					382,793.29

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	116,852.79
20 - LIGHTING & LANDSCAPING-DISTRICT 1	4,342.29
24 - COMMUNITY FACILITIES DISTRICT	8,876.06
25 - CAPITAL IMPROVEMENTS PROJECTS	112,448.63
26 - MISCELLANEOUS GRANTS	19,169.08
30 - SEWER	7,891.46
31 - REFUSE/RECYCLING	101,475.50
32 - WATER	10,803.16
34 - PUBLIC TRANSPORTATION	934.32
Grand Total:	382,793.29

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-4,044.79
01-105-52200-0000-1	Contract Services	391.50
01-105-54000-0000-1	Fuel	5.14
01-105-55600-0000-1	Postage	19.90
01-105-57200-0000-1	Supplies - Office	102.28
01-105-57800-0000-1	Telephone & Communic...	8.56
01-110-54000-0000-1	Fuel	34.50
01-110-55600-0000-1	Postage	19.90
01-110-57200-0000-1	Supplies - Office	58.53
01-110-57800-0000-1	Telephone & Communic...	26.76
01-111-57200-0000-1	Supplies - Office	58.53
01-112-52000-0000-1	Conferences/Meetings/T...	266.24
01-112-57200-0000-1	Supplies - Office	58.53
01-115-54000-0000-1	Fuel	31.77
01-115-55600-0000-1	Postage	19.90
01-115-57800-0000-1	Telephone & Communic...	29.97
01-130-52200-0000-1	Contract Services	400.53
01-130-54800-0000-1	Maintenance Agreements	872.45
01-130-55600-0000-1	Postage	19.90
01-130-56100-0000-1	Legal Services	1,528.50
01-140-54000-0000-1	Fuel	5.14
01-140-55600-0000-1	Postage	19.90
01-140-57200-0000-1	Supplies - Office	9.39
01-140-57800-0000-1	Telephone & Communic...	29.97
01-150-52200-0000-1	Contract Services	652.72
01-150-54000-0000-1	Fuel	1,982.50
01-150-55600-0000-1	Postage	19.90
01-150-56100-0000-1	Legal Services	3,662.55
01-150-57200-0000-1	Supplies - Office	60.56
01-150-57400-0000-1	Supplies - Operating	35.23
01-150-57800-0000-1	Telephone & Communic...	2,086.95
01-150-58900-0000-1	Debt Principal	7,227.09
01-155-44000-8452-1	Spay and Neuter Grant	7,500.00
01-155-52200-0000-1	Contract Services	52.00
01-155-54000-0000-1	Fuel	79.29
01-155-54600-0000-1	Interest Expense	13,239.90
01-155-55600-0000-1	Postage	19.91
01-155-57800-0000-1	Telephone & Communic...	227.56
01-155-58050-0000-1	Utilities Other	143.56
01-155-58900-0000-1	Debt Principal Redeemed	20,207.30
01-160-54000-0000-1	Fuel	26.33
01-160-55600-0000-1	Postage	19.91
01-160-57200-0000-1	Supplies - Office	39.72
01-160-57400-0000-1	Supplies - Operating	64.94

Account Summary

Account Number	Account Name	Payment Amount
01-160-57800-0000-1	Telephone & Communic...	8.56
01-165-55600-0000-1	Postage	19.90
01-165-57800-0000-1	Telephone & Communic...	24.20
01-175-52000-0000-1	Conferences/Meetings/T...	101.00
01-175-54000-0000-1	Fuel	2.73
01-175-55600-0000-1	Postage	19.91
01-175-57200-0000-1	Supplies - Office	9.42
01-175-57800-0000-1	Telephone & Communic...	29.97
01-180-54000-0000-1	Fuel	317.15
01-180-56440-0000-1	Repairs & Maintenance...	657.08
01-180-56500-0000-1	Repairs/Maintenance St...	3,791.78
01-180-57400-0000-1	Supplies - Operating	1,144.26
01-180-57800-0000-1	Telephone & Communic...	35.70
01-180-58050-0000-1	Utilities Other	917.06
01-180-58100-0000-1	Street Lighting	47.52
01-180-58900-0000-1	Debt Principal Redeemed	1,116.21
01-185-42350-0000-1	Rents	150.00
01-185-57400-0000-1	Supplies - Operating	249.66
01-185-57800-0000-1	Telephone & Communic...	109.92
01-185-58050-0000-1	Utilities Other	93.72
01-190-52200-0000-1	Contract Services	2,878.38
01-190-57400-0000-1	Supplies - Operating	555.08
01-20800-0000-1	Pension Payable	15,627.82
01-22050-0000-1	Federal Withholding Pay...	6,344.53
01-22100-0000-1	FICA Payable	10,568.86
01-22150-0000-1	Medicare Payable	2,471.78
01-22200-0000-1	State Withholding Payab...	3,201.15
01-22250-0000-1	SUTA Payable	59.80
01-22275-0000-1	ETT Payable	1.51
01-22350-0000-1	Garnishments	993.32
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	60.56
01-22700-0000-1	Disability LTD	200.84
01-22800-0000-1	Accident	27.64
01-22900-0000-1	Life	105.55
01-22950-0000-1	Cancer-American Fidelity	14.40
01-24000-0000-1	Deposits	350.00
01-310-52200-0000-1	Contract Services	7,200.00
20-200-52200-0000-1	Contract Services	3,425.02
20-200-54000-0000-1	Fuel	105.62
20-200-57400-0000-1	Supplies - Operating	214.47
20-200-57800-0000-1	Telephone & Communic...	0.64
20-20800-0000-1	Pension Payable	273.56
20-22050-0000-1	Federal Withholding Pay...	17.84
20-22100-0000-1	FICA Payable	221.20
20-22150-0000-1	Medicare Payable	51.76
20-22200-0000-1	State Withholding Payab...	20.41
20-22250-0000-1	SUTA Payable	11.49
20-22275-0000-1	ETT Payable	0.28
24-210-52200-0000-1	Contract Services	8,876.06
25-000-52960-2303-1	Street & Roads (Capital)	680.49
25-000-52960-2304-1	Street & Roads (Capital)	680.49
25-000-52960-2305-1	Street & Roads (Capital)	682.54
25-000-52960-8290-1	RSTP/HIP West Side - Har..	325.00
25-000-52960-8425-1	Streets & Roads Capital	110,080.11
26-110-53100-8550-1	Grant Expenditure - ARP...	19,169.08
30-20800-0000-1	Pension Payable	2,151.02
30-22050-0000-1	Federal Withholding Pay...	1,128.05

Account Summary

Account Number	Account Name	Payment Amount
30-22100-0000-1	FICA Payable	2,218.54
30-22150-0000-1	Medicare Payable	518.90
30-22200-0000-1	State Withholding Payab...	595.45
30-22250-0000-1	SUTA Payable	100.84
30-22275-0000-1	ETT Payable	2.52
30-22600-0000-1	Health FSA	83.07
30-22700-0000-1	Disablity LTD	35.39
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	41.32
30-22950-0000-1	Cancer- American Fidelity	2.62
30-500-52200-0000-1	Contract Services	52.00
30-500-54000-0000-1	Fuel	198.22
30-500-55600-0000-1	Postage	19.91
30-500-57400-0000-1	Supplies - Operating	150.00
30-500-57800-0000-1	Telephone & Communic...	309.10
30-500-58050-0000-1	Utilities Other	143.56
30-500-58200-0000-1	Water/Soil/Other Analys...	113.50
31-20800-0000-1	Pension Payable	968.83
31-22050-0000-1	Federal Withholding Pay...	463.30
31-22100-0000-1	FICA Payable	887.52
31-22150-0000-1	Medicare Payable	207.58
31-22200-0000-1	State Withholding Payab...	286.19
31-22250-0000-1	SUTA Payable	12.00
31-22275-0000-1	ETT Payable	0.30
31-22600-0000-1	Health FSA	50.19
31-22700-0000-1	Disablity LTD	9.89
31-22900-0000-1	Life	10.39
31-22950-0000-1	Cancer-American Fidelity	2.62
31-505-42340-0000-1	Administration Fee	-2,163.75
31-505-52400-0000-1	Contract Services - Refus...	89,478.06
31-505-52500-0000-1	Contract Services - Recyc...	11,179.33
31-505-55600-0000-1	Postage	19.91
31-505-57800-0000-1	Telephone & Communic...	63.14
32-20800-0000-1	Pension Payable	2,643.34
32-22050-0000-1	Federal Withholding Pay...	993.20
32-22100-0000-1	FICA Payable	2,712.60
32-22150-0000-1	Medicare Payable	634.28
32-22200-0000-1	State Withholding Payab...	590.21
32-22250-0000-1	SUTA Payable	166.26
32-22275-0000-1	ETT Payable	4.16
32-22350-0000-1	Garnishments	521.53
32-22600-0000-1	Health FSA	108.09
32-22700-0000-1	Disablity LTD	44.83
32-22900-0000-1	Life	24.28
32-22950-0000-1	Cancer-American Fidelity	2.60
32-510-52200-0000-1	Contract Services	104.00
32-510-54000-0000-1	Fuel	79.29
32-510-55600-0000-1	Postage	19.91
32-510-56600-0000-1	Repairs & Maintenance -...	284.35
32-510-57400-0000-1	Supplies - Operating	1,721.10
32-510-57800-0000-1	Telephone & Communic...	149.13
34-20800-0000-1	Pension Payable	295.78
34-22050-0000-1	Federal Withholding Pay...	85.80
34-22100-0000-1	FICA Payable	187.94
34-22150-0000-1	Medicare Payable	43.96
34-22200-0000-1	State Withholding Payab...	33.33
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41

Account Summary

Account Number	Account Name	Payment Amount
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-54000-0000-1	Fuel	158.58
Grand Total:		382,793.29

Project Account Summary

Project Account Key	Payment Amount
None	382,793.29
Grand Total:	382,793.29

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
August 10, 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 Pérez, Councilmember Gonzalez

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Williams, Chief of Police Knox, City Attorney Hodges, Community Development Director Saldana, Finance Director Viramontes, Human Resources Director McCuan, Public Works Director Ortiz, City Clerk Alvarado

Officials Absent: None

INVOCATION

Pastor Phil Corr

PLEDGE OF ALLEGIANCE

Mr. Woods

PET OF THE WEEK

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

Chief of Police Knox presented the featured pet of the week to City Council Members and the Community. He informed that this pet was available for immediate adoption.

Chief Knox informed the community that they would be hosting a Community Night Out event and invited everyone to come join them on August 25, 2023 at 6:00 p.m. at Blanco Park.

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

PUBLIC COMMENTS

Opened: 6:03 p.m.

1. Phil Corr – Agenda item #8.

Closed: 6:04 p.m.

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 the Expense Report in the Amount of \$571,917.55 from July 19, 2023 to August 1, 2023.
2. Approval of the Payroll Report in the Amount of \$301,950.94 for July 2023.

3. Approval of July 13, 2023 Regular Meeting Minutes.
4. Approval of the July 27, 2023 Special Meeting Minutes.
5. Approval of the July 27, 2023 Regular Meeting Minutes.

Public Comments: None

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

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

PUBLIC HEARINGS

6. Second Reading and Adoption of Ordinance No. 0006-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 8.22 AND AMENDING CHAPTERS 10.14.020, 18.04.010 AND 18.08 OF THE MCFARLAND MUNICIPAL CODE RELATING TO CODE COMPLIANCE.

- Staff Report: Community Development Director, Paul Saldana

- a. Opened Public Hearing and Receive Public Testimony: 6:06 p.m.

No Comments from the public were presented.

- b. Closed Public Hearing: 6:06 p.m.

- c. Motion was made by: Councilmember Pérez to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and adopt Ordinance No. 0006-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 8.22 AND AMENDING CHAPTERS 10.14.020, 18.04.010 AND 18.08 OF THE MCFARLAND MUNICIPAL CODE RELATING TO CODE COMPLIANCE; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

- d. Mayor Ayon directed Staff to Post Within 15 days of its Passage in Designated Posting Locations.

7. Introduction and First Reading of Ordinance No. 0007-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES

- Staff Report: Community Development Director, Paul Saldana stated for the record that there were some grammatical errors on the ordinance. He would have these errors corrected before adoption.

- a. Opened Public Hearing and Receive Public Testimony: 6:10 p.m.

No comments from the public were presented.

- b. Closed Public Hearing: 6:11 p.m.

- c. Motion was made by: Councilmember A. Ayon to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce Ordinance No. 0007-2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES; 2nd by: Councilmember Gonzalez.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

- d. Mayor directed Staff to Schedule Second Reading and Adoption of Ordinance No. 0007-2023 for the Next Regular City Council Meeting of August 24, 2023.

8. Introduction and First Reading of Ordinance No. 0008-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING SECTION 19.04.110(a) OF THE MCFARLAND MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS PERMITTING.

- Staff Report: Community Development Director, Paul Saldana

- a. Opened Public Hearing and Receive Public Testimony: 6:15 p.m.

Public Comments: 1. Phil Corr

- b. Closed Public Hearing: 6:18 p.m.

- c. Motion was made by: Councilmember A. Ayon to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce Ordinance No. 0008-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING SECTION 19.04.110(a) OF THE MCFARLAND MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS PERMITTING; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

- d. Mayor directed Staff to Schedule Second Reading and Adoption of Ordinance No. 0008-2023 for the Next Regular City Council Meeting of August 24, 2023.

At this time Mayor Ayon asked for a motion to move item #11 on the agenda currently under the Administrative Agenda to be heard under Public Hearing Section.

Motion was made by: Councilmember Pérez and 2nd by: Councilmember A. Ayon to move Resolution NO. 2023-0094 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CLOSEOUT OF 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - CORONAVIRUS RESPONSE (CDBG-CV1, CV2, & CV3) CONTRACTS. Under the public hearing section on the agenda. Item was heard under Public Hearing.

11. Motion was made by: Councilmember A. Ayon to Approve of Resolution No. 2023-0094 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CLOSEOUT OF 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - CORONAVIRUS RESPONSE (CDBG-CV1, CV2, & CV3) CONTRACTS; 2nd by: Councilmember Pérez.

- a. Opened Public Hearing and Receive Public Testimony: 6:20 p.m.

Public Comments: 1. Phil Corr- Asked how much money was left over from the grant.

Community Development Director Saldana replied none.

b. Closed Public Hearing: 6:21 p.m.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

ADMINISTRATIVE AGENDA

9. Report, Discuss, and Possibly Approve Resolution No. 2023-0089 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITYS COMMUNITY GRANTS PROGRAM TO THE MCFARLAND LIONS CLUB #2351.
Public Comment Opened: 6:24 p.m.

1. Tim Gonzalez

2. Ron Woods

Public Comment Closed: 6:42 p.m.

*Mayor S. Ayon requested motion to approve Resolution NO. 2023-0089 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITYS COMMUNITY GRANTS PROGRAM TO THE MCFARLAND LIONS CLUB #2351.
no motion was made. Item failed due to lack of motion.*

10. Motion was made by: Councilmember A. Ayon to Approve of Resolution No. 2023-0093 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND AUTHORIZING SUBMISSION OF LETTER OF INTENT AND APPLICATIONS FOR FLOOD MITIGATION ASSISTANCE;
2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

11. Report, Discuss, and Possibly Approve of Resolution No. 2023-0094 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CLOSEOUT OF 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - CORONAVIRUS RESPONSE (CDBG-CV1, CV2, & CV3) CONTRACTS- *Item moved under Public Hearing Section.*

12. Motion was made by: Councilmember A. Ayon to Approve of Resolution No. 2023-0095 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND RESTATING FEES ESTABLISHED IN CHAPTER 10 AND CHAPTER 18 OF THE MUNICIPAL CODE; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

No comments from the public were presented.

13. Motion was made by: Vice Mayor Cano to Approve of Resolution No. 2023-0096 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND DESIGNATING THE CITY MANAGER OR HIS DESIGNEE AS THE AUTHORIZED REPRESENTATIVE AND

AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE EXPEDITED DRINKING WATER GRANT PROGRAM; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

No Comments from the public were presented.

14. Motion was made by: Councilmember A. Ayon to Approve of Resolution No. 2023-0097 A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7214 PHASE 5, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK’S OFFICE; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

No comments from the public were presented.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG) Mayor Ayon- Nothing to Report
- b. Kern Economic Development Corp. (KEDC) Mayor Ayon- Nothing to Report
- c. Kern Local Agency Formation Commission (LAFCO) Mayor Ayon- Nothing to Report
- d. Delano Mosquito Abatement District (DMAD) Vice Mayor Cano- Second round of spraying
- e. Poso Creek (IRWMP) Councilmember Gonzalez- Nothing to Report
- f. San Joaquin Valley Air Pollution Control District (SJV) Councilmember Ayon- Nothing to Report
- g. Public Policy and Finance Committee- Mayor Ayon & Councilmember Gonzalez – Met
- h. Public Safety Committee – Mayor Ayon & Vice Mayor Cano – Met
- i. Quality of Life Committee – Councilmember A. Ayon & Councilmember Gonzalez – Meeting Cancelled
- j. Cannabis Committee – Mayor Ayon & Councilmember Pérez – Nothing to Report

COUNCIL STATEMENTS AND REPORTS

- 1. Councilmember Pérez thanked the staff for their hard work and reminded the community to stay vigilant now that our children were back in session. She addressed her concern over the lose dog issue in our community and congratulated animal control for their commitment.
- 2. Councilmember Gonzalez thanked everyone for attending and Community Development Director Saldana.
- 3. Councilmember A. Ayon reiterated Councilmember Pérez’s comments about back-to-school children walking concerns. He encouraged mentors to get involved in coaching through the McFarland Unified School District.
- 4. Vice Mayor Cano thanked the Director of Operations, McFarland Police Department, Delano Mosquito Abatement, the Schools, and the community for their great work.
- 5. Mayor S. Ayon thanked the city council for their support the City Manger and Department Leaders. He stated that they are doing their best to be as transparent as possible and the audits would confirm that. Mayor assured he would help one way or another to raise funds for the McFarland Panthers Football program.

Open session adjourned at 7:05 p.m. City Council continued to Closed Session

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation - Significant exposure to litigation pursuant to Government Code §54956.9(b): four potential cases
2. Public Employment (Government Code §54957)

ADJOURNMENT

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager
Paul Saldana, Community Development Director

DATE: August 24, 2023

SUBJECT: Report, Discussion, and Possible Approval of Ordinance No. 0009 -2023 amending McFarland Municipal Code Chapters 17.142 of Title 17 Zoning relating to Signs.

DISCUSSION:

The City of McFarland staff conducted an analysis of the sign ordinance within the McFarland Municipal Code and is recommending an amendment to reconstruct the procedure for sign reviews and regulate the type of signs that are allowed within the city limits. This analysis was completed by the Senior City Planner. Staff met with the Community Development Director, Planning Consultant, and Building Inspector to gain guidance and address any possible deficiencies that may arise in sign review application process. Staff took into consideration various sign types and sign ordinances from surrounding cities.

The provided draft amendment was created with the best intentions for the City of McFarland and to help provide the city with design and procedure regulations. The repeal and replacement made was ultimately the Community Development Department's route in developing verbiage that is clear while encouraging consistency in design throughout the city.

On August 15, 2023, Planning Commission reviewed the resolution and staff report and recommends City Council approve the amendment of McFarland Municipal Code Chapters 17.142 of Title 17 Zoning.

Fiscal Impact:

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

Recommendation:

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

Attachments:

- I. Ordinance No. 0009-2023
- II. Public Hearing Notice

Ordinance No. 0009-2023

**AN ORDINANCE OF THE CITY OF MCFARLAND
AMENDING TITLE 17, CHAPTER 17.142 OF THE
MCFARLAND MUNICIPAL CODE TO HEREBY REPEAL
AND REPLACE IN ITS ENTIRETY.**

Section 1. Recitals

WHEREAS, The City of McFarland (“City”) desires to amend, clarify and codify its Municipal Code Chapter related to Sign Ordinance;

WHEREAS, The Ordinance Amendment updates the Municipal Code to codify the definition of various sign types, and the Standards for, and Process, Procedures, and Permits necessary for Signs;

WHEREAS, On August 15, 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;

WHEREAS, after the above-mentioned public hearing, the Planning Commission approved Resolution No. 2023-0003-PC, which recommends that the City Council adopt this Ordinance and;

WHEREAS, on August 24th, 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, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Title 17, Chapter.142 of the McFarland Municipal Code.

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

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

Section 2. Chapter 17.142 of the McFarland Municipal Code is hereby repealed and replaced in its entirety to read as follows:

17.142.010 - Purpose and Intent

A. The purpose of this chapter is to promote the growth of the city in an orderly manner and regulate sign structures in compliance with the Outdoor Advertising Act as codified in Business and Professions Code sections 5200 et seq. Signs that cause distraction and represent potential safety hazards as well as aesthetic problems are either discouraged or

prohibited. Although signs can be overwhelming and a nuisance, when managed properly they can be considered an essential economic and visual element of any community. It is the city's policy and intent to regulate all signs in a manner that is consistent with applicable state and federal laws. Through the following general objectives and provisions of the chapter, the city intends to:

1. Enhance the economic and aesthetic value of the community through regulation of such things as types, number, area, height, location, and illumination of signs.
2. Encourage signs that are harmonious with adjacent land uses and projects.
3. Enhance the character and attractiveness of commercial properties. As well as increasing property values by prohibiting obstructive or incompatible signs.
4. Ensure signs are expressive and serve primarily in identifying, attracting, and directing people to various activities and enterprises.
5. Regulate the number of signs to ensure quality of appearance and prevent sign clutter.
6. Promoting and maintaining healthy commercial centers and property values by minimizing unsightly competition among signs.
7. Encourage signs that are well-designed, aesthetic, provide an incentive, and are properly related and spaced.
8. Encourage a desirable urban character and small-town image.
9. Provide a reasonable amortization period for the removal of non-conforming signs.
10. All while preventing adversely affecting residential neighborhoods.

17.142. 020 – Definitions

A. For the purposes of this chapter the following terms as used herein are defined as follows:

1. Sign: Any card, cloth, paper, metal, painted, stone, concrete or wooden surface of any character placed for purposes of delivering a message on or affixed to the ground or any wall, tree, bush, rock, fence, building, structure, or thing, either publicly or privately owned, which includes advertising signs as defined herein.
2. Advertising Sign: Shall mean a rigidly assembled sign, display, or device attached or affixed to the ground or attached to the building or other inherently permanent structure, including the advertising display's supporting structure, which constitutes or is used for the display of a commercial message to the public which may or may not exclusively pertain to the premises on which the display is located.
3. Display Surface: Is the area made available by the sign structure for the purpose of displaying the advertising message.
4. Outdoor Advertising Business: Shall mean the business or occupation of placing, erecting, constructing, or maintaining of advertising signs.
5. Off-Site Advertising Sign: All signs intended or used to advertise, inform, or attract the attention of the public to activities conducted on property other than the property where the sign is located.
6. Nonconforming: Signs that were lawfully placed, but that do not conform to the provisions of this chapter that were enacted subsequent to the date of placing said

sign. This also encompasses signs that were lawfully in existence outside the city limits prior to annexation of that property where the sign is located into the city and signs that were lawfully in existence prior to any zoning changes or amendments to this chapter rendering the signs not in compliance with this chapter.

7. Conforming signs: Signs that are in accordance with a set of standards, expectations, or specifications of this ordinance.

17.142.030 - Permanent Sign Standards for allowable signs.

The following are standards for specific types of signs. Each sign must comply with the sign type, area, height, and other restrictions provided by this section, in addition to the provisions of section 17.142.040.

Table 1. Sign Regulations by Use

Sign Type	Maximum Number	Maximum Sign area	Maximum Sign height	Location	Lighting Allowed	Other Regulations
Commercial, Office, and Industrial Signs						
Wall signs	1 per street or parking lot frontage, plus 1 per secondary bldg. frontage	1 sq. ft. per lineal ft. of primary building. /Tenant frontage, plus 0.5 sq. ft. per lineal ft. of secondary building frontage.	Below eave, below fascia, or Parapet wall	Centered on building. wall or tenant frontage.	Yes	Signs shall be placed flat against the wall.
Freestanding monument	1 per street frontage	32 sq. ft.	6 ft.	5 ft. setback from R-O-W	Yes	
Awning and Canopy signs	1 per awning or canopy	50% of valance or canopy fascia with 8-inch maximum height letters	Awning valance flap or canopy fascia only	Awnings on 1 st story window and doors only	No	
Projecting Signs	1 per tenant frontage	6 sq. ft.	Bottom of sign minimum of 8 ft. above sidewalk	1 st floor of building, 3 ft. maximum projection	No	

				over public sidewalk.		
Real Estate Signs	1 per street frontage	32 sq. ft.	Wall below eave, 6ft. for monument		Yes	
Permanent Window Sign	1 per 1 st story window or glass door	25% of each window glass area. Area is cumulative for both temporary and permanent signs		1st story window or glass door	No	
Pylon Signs, freestanding signs, or pole signs	1 per street frontage			5 ft. setback from R-O-W (Right of way)	Yes	-Multi-tenant shopping centers share sign monument or pylon sign. -Pylon signs listing food, goods, and services essential for motor vehicles are allowed in close proximity to freeway entrances.
Murals and Prints	1 per building	Same as a "Wall Sign"; however, the exception is when mural has	Same as a "Wall Sign"; however, the exception is when mural has no advertising	Murals shall only be permitted on the side or rear walls of buildings.	No	

		no advertising				
Institutional, Churches						
Wall or monument	1 per property	32 sq. ft	Wall below eave, 6 ft. for monument		Yes	
Service Station Sign						
Freestanding monument	1 per street frontage	100 sq. ft., (fuel price signs not counted in maximum sign area)	20 ft.		yes	

17.142.040 - General Provisions for Permanent Signs

- A. Change or Vacation of Business. When the name of a business or the location changes, or upon vacating a business location, the business or property owner shall remove the sign copy that advertised the previous business. At no time shall a sign cabinet remain empty and without a copy panel so that the internal lighting and electrical fixtures are exposed. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque panel (face) shall be installed in the sign cabinet structure.
- B. Frontage Allocation Not Transferable. No sign or sign area allowed on one frontage shall be transferred to another frontage.
- C. Murals and prints. Prior to painting or installing a mural on any building in the City of McFarland, an application shall be submitted for review by the Community Development Department. The Community Development Department will then make recommendation to the Planning Commission who will approve, conditionally approve or deny any proposed mural.
 - 1. Murals shall only be permitted on the side or rear walls of buildings.
 - 2. No part of a mural shall be illuminated or contain electrical or mechanical components, or changing images, or automated methods that result in movement, the appearance of movement, or change of mural image or message.
 - 3. The mural's theme, content, scale and layout shall reflect consideration of its location, surrounding properties and the environment.
 - 4. Paint, or any other medium that is to be applied to the mural shall be appropriate for use in an outdoor setting for an artistic rendition and shall be of a permanent, long-lasting variety.
- D. Illumination of Signs. The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding public

rights-of-way, street, roads, or neighboring properties. The following standards shall apply to all illuminated signs:

1. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.
2. Signs shall not have exposed fluorescent tubes or incandescent bulbs exceeding fifteen watts.
3. Light sources (e.g., light bulbs) used for externally illuminated signs shall not be visible within one hundred feet of any residential zoning district. Internally illuminated signs visible from any residential zoning district shall not be illuminated between the hours of 11:00 p.m. and 6:00 a.m. unless they identify as an establishment open for business during those hours.
4. Electrical raceways and conduits shall be placed so that they are not within public view. Where this is physically impractical or doing so would damage significant architectural features or materials, the community development director may grant a waiver of this requirement, provided all conduits, raceways, and similar devices are kept as small as possible and are painted the same colors as adjacent wall surfaces.
5. Signs with electrical components shall be constructed, inspected, and approved by the Underwriters Laboratories (UL), or equal, and a label of approval from the laboratory shall be affixed to the sign in plain view.
6. Only energy conserving light sources – LED or equivalent.

E. Maintenance

1. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained in good repair and structurally sound. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Banners shall be replaced if tattered or worn. Any cracks, broken surfaces, malfunctioning lights, missing sign copy, or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with the notification shall constitute a public nuisance.

F. Alterations.

1. Existing signs shall not be physically altered (except for routine general maintenance and repair), moved, or relocated unless the sign complies with all provisions of this chapter. Legal, nonconforming signs shall comply with the requirements of the Nonconforming Signs section.

G. Removal.

1. When a sign is removed or replaced, all brackets, poles, and other structural elements that supported the sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure.

H. Businesses.

1. All businesses in C-0, C-1, C-2, M-1, M-2, and M-3 are required to have a sign identifying the business.

17.142.050 - Non-Conforming Signs

Nothing in this chapter prohibits the city of McFarland from enforcing the provisions of this chapter against non-conforming signs and conforming signs by exercising its power to remove the sign pursuant to California Business and Professions Code Section 5412.

The following provisions are applicable to non-conforming signs:

A. Continuation and Maintenance.

1. A legal, non-conforming sign may be continued, except as provided in subsection (C) of this section, or unless ordered discontinued, modified, or removed as a public nuisance in compliance with the municipal code.
2. Routine maintenance and repairs may be performed on a non-conforming sign.
3. A non-conforming sign shall not be replaced, altered, reconstructed, relocated, or expanded in any manner unless and until the sign is made to conform with the provisions of this chapter. This shall not be construed to prevent ordinary maintenance and minor repairs as required by the building inspector.

B. Alterations and Enlargements

1. Each non-conforming sign shall be made to conform to the provisions of this chapter or removed at the sole cost of the owner thereof when any of the following events occur:
 - a) There is a change in ownership of the property; inheritance by a member of a deceased owner's family shall not be deemed to constitute a change in ownership;
 - b) There is a change in ownership of the sign or advertising sign. If the sign is owned by an outdoor advertising business, any change of forty-nine percent or more of the ownership interest in the outdoor advertising business shall constitute a change in ownership of the sign or advertising sign;
 - c) A sign permit has been issued pursuant to the provisions of this chapter permitting the installation or construction of a new or additional sign on the property.
2. Nonconforming signs shall not be altered or reconstructed so as to increase the discrepancy between existing conditions and current standards for sign area, height, setback, or illumination.

C. Restoration.

1. A non-conforming sign destroyed or damaged to an extent exceeding fifty percent of its replacement cost immediately prior to deconstruction or damage, shall not be continued in use or maintained thereafter and shall be removed or made to conform with the provisions of this chapter within thirty days of the date of said destruction or damage.
2. If a non-conforming sign reaches a state of disrepair or dilapidation and is not removed or made to conform to the provisions of this chapter within thirty days of the date of said damage or destruction, whereby the same constitutes or tends to constitute a hazard to the health, safety and welfare of the citizens of the city of McFarland the same shall be declared a public nuisance and after due notice and opportunity for a hearing thereon be abated by removal thereof.
- 3.

17.142.060 - Temporary Signs

A Temporary Sign Permit is required. A temporary sign permit, issued by the Community Development Department, shall be approved prior to the placement or erection of a promotional temporary sign in all nonresidential zoning districts.

A. In recognition of the fact that provisions need to be allowed for temporary signs and signs notifying the public of services, events, and activities, the following specialized signs are allowed under the conditions stated:

1. Event signs

a) Event signs may be approved by the Community Development Director as a means of publicizing events, such as grand openings, carnivals, parades, charitable events, community holiday activities, and other events. The events can be commercial or non-commercial. Special event signs shall be limited to the following provisions:

i. Special event signs within windows shall be limited to covering no more than twenty-five percent of the window area per building elevation of the ground floor only;

ii. Signs shall be limited per business or property owner to forty-five days per calendar year. This time may be utilized in any combination of durations; however, the number of special events shall not exceed five per calendar year, and those single events shall not exceed a duration of fifteen consecutive days.

2. Sign shall not exceed a total area of one hundred feet, and may include the name, symbol or logo of the business or sponsor, but in no event shall such name or logo exceed one-fourth the total committed copy area.

a) Community Development Director shall determine whether or not sign comports to the purpose of the city's sign ordinance and the neighborhood surrounding its location and may limit the size and location of the sign to achieve the purpose of the sign ordinance.

B. Durable materials required for temporary signs. They shall be constructed of durable, rigid material suitable to their location and purpose. Only interior window signs may be made of nonrigid (e.g., paper) material.

C. Temporary signs for the purpose of advertising current specials may be permitted on an ongoing or permanent basis provided they are mounted in a permanent structure which is architecturally compatible with the building and site, and which was designed and is maintained specifically for such purpose.

D. Temporary signs and their components shall be promptly removed at the expiration of the temporary use permit.

E. Temporary signs shall not be illuminated.

F. A total of three offsite advertising signs for a twelve-month period containing any commercial or non-commercial message may also be approved by the Community Development Director.

1. The Community Development Director shall also determine whether or not the sign comports with the purpose of the city sign ordinance and the neighborhood surrounding its location and may limit the size and location of the signs to achieve the purposes of the sign ordinance.

2. No temporary sign can be approved, which adversely affects neighboring properties.

17.142.070 - Prohibited Signs

A. The following signs are inconsistent with the purposes and standards of this chapter and are prohibited in all zoning districts except where noted:

1. Cabinet (can) signs that are mounted flush against a building wall, except for corporate logos. Cabinet signs with opaque backgrounds and illuminated letters are allowed as projecting signs only.
2. Electronic message signs except time and/or temperature signs
3. Signs that advertise an activity, business, service, or product no longer conducted or sold on the premises thirty days after the discontinuance or abandonment, except signs listed on, or eligible for, the city's vintage sign inventory.
4. Signs that blink, flash, or move in any manner, have any portions that move, or have the appearance of moving, except for signs listed in the vintage sign inventory, clocks, time, and temperature displays, and public service signs.
5. Balloons, lighter-than-air devices, and inflatable signs and objects, except as may be allowed through temporary sign permit.
6. Banners, pennants, ribbons, spinners, streamers, or other similar devices, except as specifically allowed through a temporary sign permit.
7. Any type of sign mounted on the roof of a building, including mansard roofs, and similar architectural roof-like elements.
8. Advertising, banners, bills, cards, notices, placards, posters, signs, stickers, or other devices designated to attract attention of the public that are posted or otherwise affixed upon any street, street furniture, right-of-way, public sidewalk, crosswalk, curb, EV charging stations, lamppost, fencing, fire hydrant, tree, alley, telephone pole, public telephone, lighting system, or other public alarm, or communication system.
9. Signs emitting audible sounds, odors, or visible matter.
10. Signs which stimulate in color or design a traffic sign or signal, or which make use of words, symbols, or characters in such a manner to interfere with, mislead, or confuse pedestrian or vehicular traffic, as determined by the planning commission.
11. Signs utilizing paper, cloth, plastic, or any material that is permitted to hang loose or dangle from any sign.
12. Any advertising sign permanently attached or affixed to the ground that does NOT contain the name of the person owning or maintaining the same plainly displayed thereon.
13. Vehicle Signs of Any Type. Vehicles, including trailers, wagons and similar utility vehicles shall not be utilized as support for any mobile, portable, or stationary signs, or conspicuously parked or left standing so as to constitute a sign. There shall not be maintained on any vehicle or trailer parked in a public right of way, or on public or private property in order to be visible from a public right of way, which is attached to, located on or leaning against such vehicle or trailer, any sign for the purpose of providing advertisement of a business, service or products, directing people to a business activity located on the same or other property for any purpose. This prohibition shall not apply to standard advertising or identification practices where such signs or advertising devices are painted on or permanently attached to a commercial or business vehicle used in the conduct of such business provide it is not parked on the site being advertised abutting a public right

of way, to bumper stickers, to placards identifying the vehicle itself as being for sale, or to window stickers on vehicles in any vehicle sales lot.

14. Other than allowed under [Section 17.142.080](#), no sign shall be placed or maintained on property adjacent to a freeway, highway or interstate highway within the city limits of the city of McFarland if the sign is designed to be viewed primarily by persons traveling on such freeway.
 - a) The sign will be deemed to be designed to be viewed primarily by persons traveling on such freeway, highway, or interstate highway if the display surface is angled ninety degrees or less to the centerline of the subject freeway, highway or interstate highway.
 - b) Centerline of the freeway, highway or interstate highway means a line equidistant from the edges of the median separating the main traveled way of a divided highway or freeway, or the centerline of the main traveled way of a non-divided highway or freeway.
 - c) For purposes of this chapter, the terms freeway, highway, and interstate highway are defined by the California Outdoor Advertising Act, Business and Professions Code sections 5212 (Freeway); 5213 (Highway) and 5215 (Interstate Highway). For the purposes of this chapter, these definitions are incorporated herein as though fully set forth.
15. All signs intended or used to advertise, inform, or attract the attention of the public to activities conducted on property other than the property where the sign is located or also known as offsite advertising signs.
16. Temporary signs shall not be illuminated.
17. Signs are not allowed at home occupations.

17.142.080 - Exemptions from the permit requirements

- A. The following signs are exempt from other requirements of this chapter if developed and maintained in compliance with the provisions of this section. All routine general maintenance and repair of signs shall be exempt from the building permit approval.
 1. Political election signs.
 - a) Political election signs are permitted to be placed on private property in the city subject to the following regulations.
 - i. Signs shall not be erected sooner than sixty days before the election and shall be removed within thirty days following the election;
 - ii. The owner of the property on which the sign is placed shall be responsible for removal;
 - iii. Signs shall not be placed on private property without the consent of the property owner. No such sign, either free-standing or posted on any object, shall be placed, or erected on public property, within a public right-of-way, or by any maintained parkway-landscaped area.
 - iv. Signs shall not exceed an area of twelve square feet and a height of six feet in residential districts, and twenty-four square feet and a height of eight feet in commercial/industrial/agricultural districts.

- v. Political signs may not be attached to trees, fence posts, or utility poles except on private property where written permission from the property owner has been obtained.
- 2. Signs within interior spaces.
 - a) Signs within an interior arcaded, courtyard, mall, stadium, ballpark, or other similar private or public recreational use, not intended to be seen from a public street or adjacent property.
- 3. Accessory signs.
 - a) Signs manufactured as a standard integral part of a mass-produced accessory to a commercial or public or semi-public use, including automated teller machines, gasoline pumps, and EV charging stations. The signs may contain the company's name and/or logo only. No advertising message shall be provided.
- 4. Affiliation signs.
 - a) Signs that provide notices of services (e.g., credit cards accepted, trade affiliations). Signs or notices shall not exceed one square foot in area for each sign, and no more than three signs shall be allowed for each business.
- 5. City-owned signs.
 - a) Signs owned and operated by the city for community benefit. This includes City light post banners.
- 6. Site address.
 - a) Limited to two for each street address. Individual numbers and letters shall have a minimum height of four inches and width of two inches and shall not exceed a height of eight inches for residential uses and twenty-four inches for non-residential.
- 7. Identification signs on construction sites.
 - a) Such signs shall be limited to one directory or pictorial display sign per street frontage or entrance up to a maximum of two signs, identifying all contractors and other parties (including lender, realtor, subcontractors, etc.). Each sign shall not exceed thirty-two square feet in area and eight feet in height. Each sign shall be removed prior to issuance of certificate of occupancy.
- 8. Future tenant identification signs.
 - a) One wall or freestanding sign may be placed on vacant or developing property to advertise the future use of an approved project and where contact information may be obtained. One sign per street frontage, not to exceed thirty-two square feet in area and eight feet in height.
- 9. Residential Real Estate/ open house signs.
 - a) For residential sales, signs shall be limited to one per street frontage not exceeding four square feet in area and four feet in height, with no illumination.
- 10. Traffic control signs.
 - a) Any approved highway directional signs, railroad signal signs, public utility signs and other signs as required by law to regulate traffic and promote the public safety as long as the sign does not include a commercial business name or logo.
- 11. Banners.

- a) Banners that are used on the property to which their message pertains and banners containing non-commercial messages that do not exceed fifty square feet in area may be used for a single period not to exceed thirty days. Banners, however, may not be displayed for more than sixty days in a single calendar year without first obtaining a permit pursuant to this chapter.
12. Public/community message signs.
- a) Notices posted on public bulletin boards or public kiosk designed for such notices.
 - b) Community message signs that the city council may establish or erect, or have established and erected, on publicly owned non-residential property, other than a right-of-way, a community message sign.
13. Freeway Oriented Signs.
- a) The planning commission may approve freeway-oriented signs identifying a premise where food, lodging and places of business engaged in supplying goods and services essential to the normal operation of motor vehicles, and which are directly dependent upon an adjacent freeway. These signs shall be subject to the following regulations in addition to the other regulations contained within this chapter:
 - i. The signs shall be within C1, C2, PCD, M1, M2 or M3 zone districts; and shall be within a close proximity to an off-ramp from State Highway 99;
 - ii. The planning commission shall determine if the location and business and service offered satisfy the criteria and intent of this section, and the definition of a freeway oriented sign;
 - iii. The planning commission shall also determine whether or not the sign comports with the purpose of the city's sign ordinance and the neighborhood surrounding its location and may limit the size and location of the sign to achieve the purpose of the sign ordinance;
 - iv. The sign may be illuminated upon approval of the Planning Commission provided that the illumination does not adversely affect neighboring properties or streets.
 - v. Maximum of 500 ft. from the on and off ramp.

17.142.090 – Construction and Maintenance

- A. All signs shall be constructed in compliance with all applicable building codes and electrical codes pertaining to construction and setbacks.
 - 1. Signs and sign structures shall be designed and constructed to resist wind and seismic forces as specified in this subsection. Bracing systems shall be designed and constructed to transfer lateral forces to the foundations.
 - a) Wind Loads. Signs and sign structures shall be designed and constructed to resist wind forces of twenty pounds per square foot of exposed surface.
 - b) Seismic Loads. Signs and sign structures shall be designed and constructed to resist seismic forces in compliance with the city of McFarland's Building Codes.

2. Materials. Materials utilized for signs and sign structures shall be of the quality and grade specified for buildings in the Building Code.
3. The space below or surrounding the base of any sign erected pursuant to this chapter shall be kept clear of any debris, cables, loose materials other than those reasonably necessary to support the structure.
4. All signs and sign support structures, together with their supports, braces, guys, and anchors, shall be kept in repair and in a proper state of preservation. The display surface of all signs shall be kept neatly painted or posted at all times.

17.142.100 - Permits and permitting process.

A. The permit requirements procedures are:

1. Permits. A sign, except for those identified in 17.142.080 of this chapter, shall not hereafter be painted, placed, pasted, printed, tacked, fastened, constructed, erected, re-erected, installed, altered, or otherwise constructed or maintained without first obtaining a permit from the City of McFarland in accordance with the provisions of this chapter. A permit shall be required for signs as set forth in this chapter and a separate permit shall also be required for each group of signs on a single supporting structure. Additionally, electrical permits shall also be obtained from the building inspector for all electrified signs.
2. Application for Sign Review and Permit. Application for sign review and permit shall be made in writing on forms furnished by the city clerk. The application shall contain the location by street and number of the proposed sign structure, as well as the name and address of the owners of the sign structure and the real property where it is to be located and the sign contractor or erector. All sign applications shall include a scale drawing and be prepared in such a manner as to accurately reflect the final product and materials used. The Planning Commission may require the filing of plans or other pertinent information when such information is necessary to ensure compliance with this chapter.
3. Review of Sign Review Application. All sign applications will be reviewed by City Planner prior to going to Planning Commission for determination. Sign may also be reviewed by the City Engineer.
4. Sign Review Fees. A sign review fee shall be paid to the city at the same time the sign review application is submitted for consideration. The amount of the fees be in accordance with the fee schedule established by resolution of the city council. Sign review deposit is made with application submittal.
5. Timing of Decision on Permit Application. All applications for permits to erect, re-erect, construct, alter, or re-locate a sign within the city of McFarland will be voted on by the planning commission within one hundred twenty days of the receipt of the completed application and full payment of the application fees.
 - a) The applicant will be notified by the planning commission's decision in writing within fourteen days of this vote. Said notification will be sent via U.S. mail to the address stated in the application.
 - b) Should the planning commission request additional information or documentation from the applicant said time for voting will not commence to

run until the applicant has complied in full with the planning commission's requests.

- c) The failure of the planning commission to vote and/or to mail the notice of decision to the applicant as stated above will result in the automatic denial of the application which is immediately appealable to the city council of the city of McFarland.
6. Sign review Denial – Sign review Revocation and Appeals:
 - a) All rights and privileges acquired under a permit issued pursuant to this chapter or any amendment thereto, are mere licenses revocable at any time by the planning commission and all such permits shall contain this clause.
 - b) Permit issued in accordance with this chapter shall be revoked by the planning commission if it is found that the permit holder has erected and maintained any sign in violation of this chapter.
 - c) Should any applicant who has had his application for a permit denied or any permit holder who has had his permit revoked is dissatisfied with the planning commissions' decision, may, no later than ten days after the notice of such decision was deposited in the United States mail, make written objection to the City Council and filed with City Clerk. Said objection will be set on the agenda and addressed at the next regularly scheduled meeting of the city council of McFarland no later than ninety days following the filing of the objection with the city clerk of the city of McFarland. The applicant or permit holder shall be given written notice of the hearing no less than three days prior to the hearing. The city council may sustain, suspend, or overrule the decision of the planning commission, which decision shall be final and conclusive.
 - d) Pending the hearing, any sign existing pursuant to a permit that has been revoked may remain in place until a final decision is rendered by the City Council.
7. Sign Permit.
 - a) After Planning Commission determination, building inspector will review for permit consideration.
 - b) A permit fee will be due to the Building Inspector at time of permit issuance.
8. Signs Erected Pursuant to Permit. All signs constructed pursuant to a permit issued by the City of McFarland shall be subject to the requirements of the Building Codes and Ordinances of the City of McFarland.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on the 24th day of August 2023, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 14th day of September 2023, by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Maria T. Perez				
Anita Gonzalez				
Amador Ayon				
Ricardo Cano				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on September 14, 2023.

ATTEST:

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

Nathan M. Hodges, City Attorney

NOTICE OF PUBLIC HEARING

Ordinance Amendment to Title 17 Zoning subject to Amending Sections 17.142 at City Council Chambers (103 Sherwood Ave, McFarland)

Notice is hereby given that the City Council of the City of McFarland will conduct a public hearing, at which time you may be heard to consider the following:

- Consideration and adoption of a Resolution of the McFarland Planning Commission Recommending Amendments to Sections 17.142 of Title 17 Zoning in the McFarland Municipal Code to the City Council.

Regular McFarland Planning Commission Public Hearing Information

Date: August 15, 2023

Time: 6:00 PM

Place: City of McFarland Council Chambers, 103 W. Sherwood Avenue, McFarland, CA 93250

Join on-line: Facebook Webpage at:

<https://www.facebook.com/cityofmcfarland/>

Notice is further given that the City Council of the City of McFarland, California, will conduct a public hearing, at which time you may be heard to consider the following:

- Consideration and adoption of an Ordinance of the City Council of the City of McFarland Approving Amendment of Sections 17.142 of Title 17 Zoning in the McFarland Municipal Code to the City Council.

Regular McFarland City Council Public Hearing Information

Date: August 24, 2023

Time: 6:00 PM

Place: City of McFarland Council Chambers, 103 W. Sherwood Avenue, McFarland, CA 93250

Join on-line: Facebook Webpage at:

<https://www.facebook.com/cityofmcfarland/>

Notice is hereby given that the City Council of the City of McFarland will conduct a public hearing, at which time you may be heard to consider the following:

- Consideration and adoption of an Ordinance of the City Council of the City of McFarland Approving Amendment of Sections 17.142 of Title 17 Zoning in the McFarland Municipal Code to the City Council.

Regular McFarland City Council Public Hearing Information

Date: September 14, 2023

Time: 6:00 PM

Place: City of McFarland Council Chambers, 103 W. Sherwood Avenue, McFarland, CA 93250

Join on-line: Facebook Webpage at:

<https://www.facebook.com/cityofmcfarland/>

These meetings shall be held in person at the City of McFarland Council Chambers, located at 103 W. Sherwood Avenue, McFarland, CA 93250. Additionally, these meetings shall be broadcast for listening and/or viewing purposes only via Facebook. To access the meetings for viewing or listening purposes only, please use the following information:

Join on-line: Facebook Webpage at: <https://www.facebook.com/cityofmcfarland/>

Members of the public are encouraged to participate by providing public comment at the meetings. The agenda of the Regular City Council Meeting will be posted at least 72 hours prior to the meeting. The meeting the agendas will be posted at <https://www.mcfarlandcity.org/AgendaCenter>. Please check the agendas for any modifications to how the meetings may be conducted and for ways in which the public can participate.

Description of Project:

The City of McFarland staff conducted an analysis of the sign ordinance within the McFarland Municipal Code and is recommending an amendment to reconstruct the procedure for sign reviews and regulate the type of signs that are allowed within the city limits. This analysis was completed by the City Planner. Staff met with the Community Development Director, Planning Consultant, and Building Inspector to gain guidance and address any possible deficiencies that may arise in sign review application process. Staff took into consideration various sign types and sign ordinances from surrounding cities. The provided draft amendment was created with the best intentions for the City of McFarland and to help provide the city with design and procedure regulations. The repeal and replacement made was ultimately the Community Development Department's route in developing verbiage that is clear while encouraging consistency in design throughout the city.

Additional information on the proposed project and proposed environmental finding may be obtained from the City of McFarland, City Hall, 401 W. Kern Avenue, McFarland, CA 93250, or the City's web site at www.mcfarlandcity.org.

All persons interested in this topic who have questions, would like to provide feedback, or who have comments are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Francisca Alvarado, City Clerk, at 401 W. Kern Avenue, McFarland, CA 93250, (661) 792-3091, falvarado@mcfarlandcity.org

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Paul Saldana, Community Development Director

DATE: August 24, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 0007-2023 adding Chapter 15.40 of the McFarland Municipal Code regarding abandoned premises.

DISCUSSION:

At the July 24, 2023 City Council meeting, the Mayor referred an item to staff to prepare a discussion item regarding actions the City can take regarding abandoned premises. Staff has prepared a draft ordinance that prescribes a process for the city to abate buildings that are abandoned or in significant disrepair, subject to meeting outlined criteria. The ordinance also sets a registration fee and process for property owners who choose to maintain a vacant building, including property maintenance requirements and posting of notices to the public.

The City previously adopted the International Property Maintenance Code as part of the update of the Uniform Building Code and has investigative structures in place through the Uniform Building Code and the Municipal Code to ascertain the condition of the building. These ordinances will be used in addition to the new Municipal Code section to address abandoned premises. The proposed ordinance also prescribes an appeal process for property owners to appeal the decision to abate and the abatement costs to the City Council.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends that the City Council open the public hearing to receive public testimony, read ordinance by title only and motion for adoption Ordinance No. 0007- 2023 AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES.

ATTACHMENTS:

1. Ordinance No. 0007-2023

ORDINANCE NO.0007-2023

AN ORDINANCE OF THE CITY OF MCFARLAND ADDING CHAPTER 15.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO ABANDONED PREMISES

Section 1. Recitals

WHEREAS, the City of McFarland (the “City”) has the authority under Article XI, Section 7 of the California Constitution, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on December 8th, 2022 the City Council adopted Ordinance No. 0011-2022 adopting the uniform building codes and

WHEREAS, the adoption of the uniform building codes included adoption of the International Property Maintenance Code and

WHEREAS, the Municipal Code contains provisions for the enforcement and abatement of hazardous buildings; and

WHEREAS, the City can compel the maintenance of buildings and premises in compliance with the Uniform Codes; and

WHEREAS, the City has the authority to establish policies and processes, consistent with the Uniform Code, to address property maintenance, including the abandonment of buildings.

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

Section 2. Chapter 15.20 is hereby added to the McFarland Municipal Code to read as follows:

CHAPTER 15.0 ABANDONED PROPERTIES

15.20.010 Intent.

It is the purpose and intent of the City Council, through the adoption of this chapter, to enact an "abandoned and vacant property registration ordinance" as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties and properties that are vacant and to strengthen the ability of the local jurisdiction to control the public nuisances created by these properties. Nothing in this chapter shall be interpreted to allow or encourage circumvention of the foreclosure statutes of the state of California.

15.20.020 Definitions.

For the purposes of this chapter, certain words and phrases are defined as follows:

"Abandoned" means a property that is vacant/abandoned for a period of at least thirty (30) consecutive days, and is not currently being offered for sale, rent or lease by the owner/responsible party as evidenced by the absence of a sign posted on the subject property advertising the property for sale, rent, or lease with contact information and current phone number and/or the absence of an active listing in an approved electronic database accessible to the public. "Abandoned" also means properties where the current owner of record has provided notice to the beneficiary that they no longer have an interest in the property and/or will no longer be making the outstanding payments on the mortgage, or which also meet at least one (1) of the following conditions:

1. Is open and unsecure;
2. Is damaged by fire, flood, weather, or vandalism to an extent which prohibits safe human occupancy, unless they have an active building permit for the repair or demolition;

3. Is occupied by squatters or person(s) who do not have a legal right to reside on the property and/or is the site of loitering or vagrancy;
4. Is under notice and order for being in violation of City ordinances;
5. Has been secured or boarded up for at least thirty (30) days;
6. Has utilities disconnected or not in use;
7. Is under a condemnation notice or legal order to vacate;
8. Is structurally unsound; or
9. Is a potential hazard or danger to persons or properties.

Properties that may not be required to register with the City code compliance division are properties currently being offered for sale, rent, or lease as evidenced by a sign posted on the subject property advertising the property for sale, rent, or lease with contact information and current phone number and/or an active listing in an electronic database accessible to the public.

"Accessible" means a property or structure that unauthorized persons may gain access or entry to through a compromised/breached/unsecured gate, door, fence, wall, window, or other point of entry.

"Agreement" means any agreement or written instrument which provides that title to property shall be transferred or conveyed from one (1) owner to another owner after the sale, trade, transfer, or exchange.

"Beneficiary" means a lender or other entity under a note secured by a deed of trust.

"Buyer" means any person, co-partnership, association, corporation, or fiduciary that agrees to transfer anything of value in consideration for property described in an agreement of sale.

"Days" means consecutive calendar days.

"Deed in lieu of foreclosure" means a recorded document that transfers property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Deed of trust" means an instrument wherein legal title in real property is transferred to a trustee, which holds it as security for a loan (debt) between a borrower and lender. The borrower is referred to as the trustor, while the lender is referred to as the beneficiary of the deed of trust. This definition applies to any and all subsequent deeds of trust, i.e.; second deed of trust, third deed of trust, etc.

"Default" means the failure to fulfill a contractual, monetary, or other obligation.

"Distressed" means a property that is vacant/abandoned for a period of at least thirty (30) days, that is under a current notice of trustee's sale or that has been the subject of a foreclosure sale by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure. A distressed property also means one that is under a foreclosure order or is advertised for sale by its mortgagee. It almost always refers to a property that is damaged or in poor physical condition due to the owner's precarious financial situation.

"Evidence of occupancy" means any condition visible from the exterior that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is legally occupied. Such conditions include, but are not limited to, secured/locked structures; active utility services; the absence of overgrown and/or dead vegetation; the absence of an accumulation of newspapers, circulars, flyers, and/or mail; the absence of an accumulation of trash, junk, and/or debris; the presence of window coverings such as curtains, blinds, and/or shutters; the presence of furnishings and/or personal items consistent with residential habitation; statements by neighbors, passersby, delivery agents, or government employees that the property is legally occupied; or actual contact with occupants.

"Evidence of vacancy" means any condition visible from the exterior that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is not legally occupied. Such conditions include, but are not limited to, open and/or unsecured structures; overgrown and/or dead vegetation, dry brush, and/or weeds; accumulation of newspapers, circulars, flyers, and/or mail (except those by federal, state, or local law); past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; discarded personal items including, but not limited to, furniture, clothing, large and small appliances; the absence of window coverings such as curtains, blinds and/or shutters; the condition of or absence of furnishings and/or personal items consistent with residential habitation; and statements by neighbors, passersby, previous owners or tenants, delivery agents, government employees, or others that the property is vacant.

"Foreclosure" means a specific legal process in which a lender attempts to recover the balance of a loan from a borrower who has stopped making payments to the lender by forcing the sale of the asset used as the collateral for the loan to satisfy the debt if the trustor (borrower) defaults.

"Inspection" means a physical investigation at a property to obtain evidence of occupancy or vacancy and/or to verify compliance with this chapter and any other applicable ordinances, codes or laws. Although interior inspections may be allowed, they are not required by this chapter.

"Neighborhood standard" means those conditions that are consistent on a simple majority of properties within a three-hundred-foot radius of the subject property. A property that is the subject of a neighborhood standard comparison, or any other abandoned property within the three-hundred-foot radius, shall not be counted toward the simple majority.

"Owner" means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

"Property manager/real estate owned (REO) section/department" means the individual, entity, group, section, department, or the designee of a beneficiary that is responsible for inspecting, securing, and maintaining abandoned and REO property.

"Residential and commercial property" means any improved or unimproved real property, or portion thereof, situated in the unincorporated areas of the City of McFarland, designed or permitted to be used for dwelling and/or business purposes, and shall include all buildings and structures located on such property. This includes any real property being offered for sale, trade, transfer, or exchange as residential, whether or not it is legally permitted and/or zoned for such use.

"Responsible party" means either: (1) the owner of a vacant/abandoned parcel of real property; or (2) the holder or owner of the mortgage, deed of trust, or similar instrument encumbering real property ("mortgagee") during any time when an owner of real property is in default under the terms of that mortgage, deed of trust, or similar instrument; or (3) both the owner and the mortgagee.

"Securing" means such measures as may be directed by the director of community development department or his/her designee so that the property is continuously maintained so as not to be accessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining/padlocking of gates, and the repair or boarding of doors, windows, and/or other openings. Boarding shall be completed to a minimum of the current department of housing and urban development (HUD) securing standards at the time the boarding is completed or required. Locking includes measures that require a key, keycard, special tools, or special knowledge to open or gain access. The boards shall be painted to color match the structure.

"Substitution of beneficiary of deed of trust" means an instrument that transfers the beneficial interest under a deed of trust from one (1) beneficiary to another.

"Trustee" is the person, firm, entity, or corporation holding a deed of trust secured by the property.

"Trustor" is a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" property means any property, including any buildings and/or structure thereon that is not legally occupied.

15.20.030 Responsible parties for compliance.

- A. The responsible party, as defined in this chapter, shall comply with all provisions of this chapter, including, but not limited to, maintenance of real property for which they are responsible in accordance with the provisions of this chapter, and in accordance with all other applicable provisions of the local, state, and federal law.
- B. In all instances, the responsibility of a mortgagee to comply with this chapter shall be and remain in effect from the date that the mortgagee gives the owner notice of a default under the terms of the mortgage, or when the owner has provided notice to the mortgagee that they are releasing their interest in the property to the mortgagee, whichever first occurs, until such time as the subject property is sold or transferred to a new owner or until any foreclosure action is dismissed.

15.20.040 Recordation of transfer of loan/deed of trust/substitution of beneficiary of deed of trust.

Within thirty (30) days of the purchase and/or transfer of a loan/deed of trust secured by property, the new beneficiary/trustee shall record with the Kern County Recorder's Office or a database approved by the County such as mortgage electronic registration systems (MERS), a substitution of beneficiary of deed of trust, or similar document, that lists the name of the corporation, entity and/or individual, and the mailing address and contact telephone number of the new beneficiary/trustee responsible for receiving payments associated with the loan/deed of trust.

15.20.050 Registration and inspection of abandoned real property or real property at risk of abandonment.

Any owner of property, responsible party, beneficiary, or their designee, of property located within the City who has abandoned that real property or who intends to abandon the real property shall register the property with the City within thirty (30) calendar days of such action.

Responsible party for such property shall also perform an inspection of the property that is the security for the deed of trust, upon default by the trustor, within thirty (30) days of the property becoming vacant/abandoned. If the property is found to be vacant or shows evidence of vacancy, it is deemed abandoned and the responsible party/beneficiary shall, within thirty (30) days of the inspection, register the property as provided below.

Registration may be accomplished by either of the following methods:

- A. By completing and returning to the Community Development Department a City-provided registration form with required fee; or
- B. By registering with a City-approved database that contains the information set out below and which service the City may readily access at no cost.

Nothing in this section shall prohibit the use of both methods of registration.

From time to time, the City may approve an acceptable national database(s) which shall be identified in writing and which shall be posted on the community development department's website.

If the property is occupied but remains in default, it shall be inspected by the responsible party/beneficiary/owner, or their designee, monthly until (1) the trustor or another party remedies the default; or (2) it is deemed abandoned. The responsible party/beneficiary/owner or their designee shall, within ten (10) days of that inspection, register the property as described above.

The registration shall contain the name of the beneficiary/responsible party/owner, the direct street/office mailing address of the responsible party/beneficiary/owner (no P.O. boxes), a direct contact name and telephone number for the responsible party/beneficiary/owner in addition the name, address and telephone number of at least one (1) of the following parties who is responsible for inspecting, securing and maintaining the property; the property management company, field service provider, and the property preservation or real estate owned (REO) section/department.

In the case of hard copy registration under subsection (A) of this section, an initial registration fee shall accompany the registration form. The registration shall be maintained with current information for as long as the registered property remains subject to this chapter. Any changes to the information required on the registration shall be reported to the director of community development department or his/her designee in writing within ten (10) days of the change. The City is not responsible to verify the accuracy of the information provided.

This section shall also apply to property that has been the subject of a foreclosure where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure and any property transferred under a deed in lieu of foreclosure.

Property subject to this chapter shall remain under the registration requirement, security, and maintenance standards of this section as long as the property remains abandoned.

It is the obligation of the responsible party/beneficiary/owner to inform the City of any pending action or changes of status in such actions, such as a bankruptcy, other court or administrative action that would prohibit the responsible party/beneficiary/owner from taking any of the actions required by this chapter.

15.20.060 Registration fees.

The annual fee for registering an abandoned residential property shall be five hundred dollars (\$500.00). Registration fees will not be prorated. Renewal is due every twelve (12) months, on the original registration date.

15.20.070 Maintenance requirements.

The exterior of the property shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

Insofar as there is existing or previously existing landscaping, all visible front, side, and rear yard landscaping shall be maintained to the neighborhood standard at the time registration was required. If no landscaping previously existed at the property in front, side, and rear yards, installation is not required under this chapter.

Maintenance shall include, but not be limited to, items such as the following: watering, cutting and mowing of landscaping, removal of yard waste and debris, exterior painting, glass replacement repairs to a building or other structure, or other acts reasonably necessary to maintain acceptable cosmetic appearance of the property, including any building or structure on the property, and to maintain the structural integrity of any building or structure on the property.

Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges, trees or similar plantings, decorative rock or bark, or artificial turf/sod designed specifically for residential installation.

Pools and spas shall be maintained so the water remains free and clear of pollutants and debris or drained and kept dry. In either case properties with pools and/or spas must comply with the minimum-security fencing requirements of the State of California.

Adherence to this section does not relieve the beneficiary/responsible party/owner of any obligations set forth in any liability or compliance with any other rules and regulations which may apply to the property.

15.20.080 Security requirements.

The beneficiary/responsible party/owner shall secure and maintain properties subject to this chapter so as not to be accessible to unauthorized persons.

Secure manner includes, but is not limited to, the closing and locking of windows, doors (walk-through, sliding, and garage), gates, and any other openings of such size that may allow access to enclosed areas of the property or to buildings and structures on the property. Walls and fences surrounding the property or any portion of the property shall be maintained in good repair. Broken windows or other openings shall be secured by reglazing or boarding to prevent unlawful entry. Locking includes measures that require a key, keycard, special tools, or special knowledge to open or gain access.

The beneficiary/responsible party/owner or their designee shall perform at least monthly inspections to verify that the requirements of this chapter are being met.

If the beneficiary/responsible party/owner does not have property preservation or real estate owned section/departments or performs the service themselves, a field service provider or property manager shall be contracted to perform the inspection to verify that the requirements of this chapter, and any other applicable laws, are being met.

The property shall be posted with name and twenty-four-hour toll-free contact phone number of the beneficiary/responsible party/owner or property preservation, real estate owned section/departments, field service provider, or property manager. The posting shall be no less than eight and one-half (8½) inches by eleven (11) inches and shall contain, along with the name and twenty-four-hour toll free contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar wording. The posting shall be placed on the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; if no such area exists, it shall be posted in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with, or contained in, weather-resistant materials.

The property preservation/real estate owned section/departments, field service provider, property manager, or their designee shall inspect the property on a monthly basis, to determine if the property is in compliance with the requirements of this chapter and any needed repairs shall promptly be made within seven (7) days.

15.20.090 Additional authority.

In addition to the enforcement remedies established in Chapters 8, 10 and 17 of the City of McFarland Municipal Code, the City Manager, or his/her designee, shall have the authority to require the beneficiary/responsible party/owner of any property affected by this section to implement additional maintenance and/or security measures including, but not limited to, securing any/all doors, windows, or other openings, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to arrest the decline of the property.

15.20.100 Enforcement.

The City Manager or his/her designated representative, are directed and empowered to investigate and enforce the provisions of this chapter. They are authorized to inspect any property where a violation of this chapter is alleged to exist. They may take code enforcement actions in accordance with Chapters 8, 10, 17 and other appropriate chapters of the City's Municipal Code or other laws and regulations as necessary to protect the public health and safety.

15.20.110 Appeals.

Any person aggrieved by any of the requirements of this chapter may appeal insofar as such appeal is allowed under Chapter 8.20.100.

15.20.120 Enforcement, violations and penalties.

- A. Misdemeanor. Any person, firm, corporation, owner of the land, or possessor who violates or who causes, permits, or allows a violation of any provision of this title is guilty of a misdemeanor and is subject to penalties and procedures as described in Chapter 1.12.010 of the Municipal Code, and upon conviction thereof, shall be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the City jail for not exceeding six (6) months, or by both such fine and imprisonment. Each day the violation of this title continues shall be considered a separate offense.
- B. Administrative Penalties. In addition to the other provisions contained in this chapter, property owners of any property in violation of the provisions of this title are subject to the regulations pertaining to the imposition and collection of administrative penalties as provided for in Chapter 18 of the Municipal Code.
- C. Abatement Proceeding (Modified). Any property, building, or structure maintained contrary to the provisions of this chapter is declared to be unlawful and a public nuisance, and the City Manager or his/her designated representative shall commence action or proceedings for the abatement and removal and/or injunction thereof in the manner provided by this Municipal Code or may take such other steps such as apply to such court or courts as may have jurisdiction to grant relief as will abate the public nuisance by boarding up unsecure property, cleaning of property, or demolition of the structure, as necessary.
- D. Recovery of Costs. This section establishes procedures for the recovery of costs incurred by the City in the enforcement process and/or for the abatement of conditions defined as a violation by this chapter.
 - 1. Definition of Costs. For the purpose of this chapter, costs shall mean all costs incurred by the City, including, but not limited to, administrative costs, staff time expended and reasonably related to the violation enforcement and/or abatement cases, attorney's fees, investigation, site inspection and monitoring, reports, telephone contacts, correspondence, photography labs, consultants, and meetings with affected parties.
 - 2. Cost Accounting and Recovery Required. The enforcement personnel shall maintain records of all costs incurred by responsible City departments associated with the enforcement process pursuant to this chapter and shall recover the costs

- from the property owner as provided by this section. Staff time shall be calculated at an hourly rate as established and revised from time to time by the department.
3. Notice of Cost Recovery Requirements. The enforcement personnel shall include in the notice of violation a statement of the intent of the City to charge the property owner for all costs associated with enforcement, and of the owner's right to a hearing if he or she objects to such charges. The notice shall state that the property owner will receive, at the conclusion of the enforcement case, a summary of costs associated with the processing of the enforcement case. The notice shall state that the property owner will have the right to object to the charges by filing a request for hearing with the City Council within thirty (30) days of service of the summary of charges, pursuant to subsection (D) of this section.
 4. Summary of Costs. At the conclusion of the enforcement case, the enforcement personnel shall send a summary of costs associated with enforcement to the property owner by certified mail. The summary shall include a notice which states that if the owner objects to the charges, a request for hearing must be filed as provided by subsection (5) of this section, and that if no such hearing is requested, the owner's right to object will be waived, and he or she will be fully liable for the charges, to be recovered as a special assessment against the property to be collected at the same time and manner as the property taxes, or through a civil action in the name of the City, in any court of competent jurisdiction within the City.
 5. Hearing on Objection to Charges. Any property owner who receives a summary of costs pursuant to subsection (4) of this section shall have the right to a hearing before the City Council on his or her objections to the proposed costs, as follows:
 - a. Request for Hearing. A request for hearing shall be filed with the community development department within thirty (30) days of the service by mail of the summary of costs, in the form of a letter setting forth the nature of the property owner's objections to the costs.
 - b. Scheduling of Hearing. Not less than ten (10) days of the filing of the request for hearing, and on thirty (30) days written notice to the owner, the City Council shall hold a hearing on the owner's objections and determine the validity thereof.
 - c. Decision by the City Council. In determining the validity of the costs, the City Council shall consider whether total costs are reasonable in the circumstances of the case. Factors to be considered include, but are not limited to, whether the present owner created the violation, whether there is a present ability to correct the violation, whether the owner moved promptly to correct the violation, the degree of cooperation provided by the owner, and whether reasonable minds can differ as to whether a violation exists. The decision of the City Council shall be final.
 6. Collection of Charges. In the event that no request for hearing is filed pursuant to subsection (5) of this section or after a hearing, the City Council affirms the validity of the costs, the property owner shall be liable to the City in the amount stated in the summary or any lesser amount as determined by the building official. The City shall be reimbursed for all of the costs within forty-five (45) days from the date of decision pursuant to subsection (5) or, if no appeal is filed, within thirty (30) days from the mailing of the summary of costs pursuant to subsection (4). Payment may be received at the community development department. Delinquent fees shall be subject to a penalty of twenty-five percent (25%) of the total summary of costs. If payment is not received, such costs may be collected as a special assessment against the property and collected at the same time and manner as the property taxes or may be recovered in a civil action in the name of the City in any court of competent jurisdiction within the City.

15.20.130 Severability.

Should any provision, section, paragraph, sentence, or word of this chapter be determined or declared invalid by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this chapter shall remain in full force and effect.

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

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

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

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

INTRODUCED, PASSED at a regular meeting of the City Council of the City of McFarland, California on the 10th day of August, 2023, by the following vote:

ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 24th day of August, 2023, by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
Amador Ayon				
Maria T. Perez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on August 24, 2023.

ATTEST:

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Nathan Hodges, City Attorney
Paul Saldana, Community Development Director

DATE: August 24, 2023

SUBJECT: Second reading and adoption of Ordinance No.0008-2023 amending Chapter 19.04.110(a) of the Municipal Code.

DISCUSSION:

Chapter 19.04.110(a) of the Municipal Code outlines the zoning designations for which commercial cannabis activity may occur within the City, subject to meeting certain requirements as outlined further in Title 19.

Under Government Code Section 65865 *et seq* the City may enter into a development agreement with a property owner to establish the use of property, building requirements and other conditions, terms, restrictions, and requirements for the use of the property. The proposed ordinance would require a development agreement for commercial cannabis activity within the C-2 zone.

Any proposed commercial cannabis activity in a C-2 would be subject to the requirements of Title 19 related to commercial cannabis as well as all applicable building code and zoning requirements in the Municipal Code.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 0008-2023 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING SECTION 19.04.110(a) OF THE MCFARLAND MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS PERMITTING

ATTACHMENTS:

1. Ordinance NO. 0008-2023

ORDINANCE NO. 0008-2023

**AN ORDINANCE OF THE CITY OF MCFARLAND
AMENDING SECTION 19.04.110(a) OF THE MCFARLAND
MUNICIPAL CODE RELATING TO COMMERCIAL
CANNABIS PERMITTING**

Section 1. Recitals

WHEREAS, the City of McFarland (the “City”) desires to codify its Municipal Code Chapter related to permitted uses with the commercial cannabis activity ordinance; and

WHEREAS, the City Council desires to amend Section 19.04.110(a) to provide for a development agreement for commercial cannabis within the C-2 zone; and

WHEREAS, California Government Code Section 65865 *et seq.* provides authority to the City to enter into a development agreement to establish the use of property, building requirements and other conditions, terms, restrictions and requirements for the development and use of land.

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

Section 2. Chapter 19.04.110(a) 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, excepting therefrom, commercial cannabis activity authorized within C-2 Commercial zone districts with an approved Development Agreement only”

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

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

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

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

INTRODUCED, PASSED at a regular meeting of the City Council of the City of McFarland, California on the 10th day of August, 2023, by the following vote:

ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 24 day of August, 2023, by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
Amador Ayon				

Maria T. Perez				
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Francisca Alvarado, City Clerk

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on August 24, 2023.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

**CITY OF MCFARLAND
STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, City Manager

DATE: August 24, 2023

SUBJECT: Report, Discuss, and possibly Approve Resolution Number _____ approving the transfer of the Franchise Agreement for Residential and Commercial Solid waste Services from R&F Disposal to USA Waste of California, Inc.

SUMMARY:

On January 16, 2020 the city of McFarland and R&F Disposal entered into a Franchise Agreement for Residential and Commercial Waste (WM) services for the city of McFarland.

Recently the city received a letter from R&F Disposal indicating they had reached an agreement to sell certain assets to USA Waste of California (WM), whereas WM would acquire the Franchise Agreement to provide solid waste service to the city of McFarland. The letter indicated the agreement would commence at the end of August of 2023.

In consultation with the city attorney, the city determined there were multiple items required by R&F Disposal before the transfer could occur. The city provided a list of the required information to R&F Disposal and on August 16, 2023 the city received all necessary information back from the R&F Disposal.

City staff and the City attorney reviewed the information from R&F and determined the information provided was acceptable to allow for the transfer of the Franchise Agreement from R&F to WM.

RECOMMENDATION:

Staff recommends council Report, Discuss, and possibly Approve Resolution number _____ approving the transfer of the Franchise Agreement for Residential and Commercial Solid waste Services from R&F Disposal to USA Waste of California, Inc.

FISCAL IMPACT:

There will be a \$35,000 administrative fee provided to the city for the transfer of the Franchise Agreement

ATTACHMENT:

- I. Franchise Agreement
- II. List of required information
- III. Resolution

RESOLUTION NO. 2023-00_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING THE TRANSFER OF THE FRANCHISE AGREEMENT FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES FROM R&F
DISPOSAL TO USA WASTE OF CALIFORNIA, INC.**

WHEREAS, On January 16, 2020, the City Council of the City of McFarland approved a Franchise Agreement between the City and R&F Disposal; and

WHEREAS, R&F Disposal desires to transfer the Franchise Agreement to USA Waste of California Inc. per a sales agreement; and

WHEREAS, The City Council recognizes the Franchise Agreement allows for such sale and transfer; and

WHEREAS, The City Council recognizes there were multiple items required by R&F Disposal before the transfer could occur; and

WHEREAS The City Council recognizes that city staff and the city attorney believe the information received from R&F was acceptable to allow for the transfer of the Franchise Agreement from R&F to USA Waste of California Inc. and

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City of McFarland (“City”) desires to approve the transfer of the Franchise Agreement; and
3. The City of McFarland acknowledges that the approval of the transfer of the Franchise Agreement provides Disposal services in the same terms and conditions agreed to in the original agreement; and
4. The City Manager is hereby authorized and directed to proceed with the transfer of the Franchise Agreement, and.
5. The City Clerk shall certify to the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 24TH day of August, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
Amador Ayon				
Maria T. Perez				

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Saul Ayon, Mayor

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

FRANCHISE AGREEMENT
between the
CITY OF MCFARLAND,
a California municipal corporation
and
R&F DISPOSAL, INC.,
a California corporation
for

RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES

*** * ***

January 16, 2020

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT FOR PROVIDING RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES ("Agreement") is effective as of this January 16th, 2020 ("Effective Date"), and is entered into by and between the City of McFarland, a California municipal corporation ("City") and R&F Disposal, Inc., a California corporation ("Company") (individually, a "Party" or collectively, the "Parties").

RECITALS:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act", California Public Resources Code Sections 40000 et seq.) has declared that it is in the public interest to require local agencies to make adequate provision for solid waste handling within their jurisdictions to meet the goals and objectives of the Act.

B. In accordance with the Act, City is required to implement its Source Reduction and Recycling Element ("SRRE") in order to maintain the diversion of 50% of solid waste collected in City from landfill disposal.

C. In accordance with California Public Resources Code Sections 40059(a)(2) and 49300 et seq., City has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection, transportation, recycling, processing, and disposal of solid waste, and for other related services, to meet the goals and objectives of the Act.

D. On July 11, 2002, the City entered into a Franchise Agreement with Company for the collection of solid waste and residential green waste, which agreement was amended on September 12, 2013 by that certain First Amendment to Franchise Agreement (as amended, the "Refuse Franchise Agreement").

E. On or about February 16, 2007, City and Company entered into that certain Residential Curbside and Commercial Recyclable and Source Separated Recyclable COD Debris Collection, Transportation, Processing and Diversion Franchise (the "Recyclables Franchise Agreement").

F. This Agreement is intended to replace and supersede the Refuse Franchise Agreement and the Recyclables Franchise Agreement in their entirety, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 Definitions.

Whenever any term used in this Agreement has been defined by the provisions of Title 8, Chapter 8.12 of the McFarland Municipal Code, or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code will apply unless the term is otherwise defined in this Agreement, in which case, this Agreement will control. The following capitalized words and terms have the following meanings:

1.1.1 Account

"Account" means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "Account" is used interchangeably with the word "Customer" in this Agreement.

1.1.2 Act

"Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), commonly referred to as "AB 939", and implementing regulations of the California Department of Resources Recycling and Recovery (Title 14 and Title 27 of the California Code of Regulations).

1.1.3 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) that are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management; all such businesses shall be deemed to be "Affiliated with" Company and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Company and/or a business that is also owned, controlled or managed by any business or individual that has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.1.4 Applicable Law

"Applicable Law" means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental agency having jurisdiction over the collection and disposition of Solid Waste, including CalRecycle, that are in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement. "Applicable Law" includes all Environmental Laws.

1.1.5 Billings

"Billings" or "Billing" or "Bill" means the statement(s) of charges provided to Customers for services rendered by Company.

1.1.6 Bin

"Bin" means a metal or rigid plastic container with a capacity of one to six cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.

1.1.7 Bin Service

"Bin Service" means collection services provided to Accounts using bins provided by Company. Bin service may be provided on a permanent or temporary basis.

1.1.8 Bulky Waste

"Bulky Waste" means discarded furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); wood waste, tree trunks, and large branches if no longer than two feet in diameter and four feet in length; scrap wood, rocks, sod, and earth, in the aggregate not exceeding one cubic yard per collection; clothing; tires; and collapsed cardboard boxes that are bound together and reasonably able to be handled by one person in a single trip. Bulky Waste does not include such items as car bodies or Construction and Demolition Waste, or any other items that cannot be handled by one person.

1.1.9 Business Days

"Business Days" means days McFarland City Hall is open for business.

1.1.10 CalRecycle

"CalRecycle" means the California Department of Resources, Recycling and Recovery, or its successor agency.

1.1.11 Cart

"Cart" means a plastic container with handles and a capacity of no less than 35 gallons and no greater than 96 gallons, having a hinged lid and wheels, that is serviced by an automated or semi-automated side-loading truck. Cart size is plus/minus ten percent depending on the manufacturer.

1.1.12 Cart Service

"Cart Service" means collection services provided to Accounts using Carts provided by Company.

1.1.13 City

"City" means the City of McFarland, a municipal corporation.

1.1.14 City Council

"City Council" means the McFarland City Council.

1.1.15 City Facilities

"City Facilities" means all real property and improvements owned or operated by City.

1.1.16 City Manager

"City Manager" means the City Manager of the City of McFarland or his/her designee.

1.1.17 Collect or Collection

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from the City.

1.1.18 Commercial Premises

"Commercial Premises" means property upon which a business activity is conducted, including but not limited to retail sales, services, manufacturing, assembling, storage, or wholesale operations, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial Premises also include hotels, senior citizen housing complexes, convalescent centers, and any premises used for residential occupancy having more than one Dwelling Unit that receives Bin Service. Commercial Premises may receive Bin Service or Roll-off Service. Subject to mutual written approval by City and Company, Commercial Premises receiving Cart Service as of the Effective Date may continue to receive Cart Service if there is insufficient space for Bin Service

and a sufficiently small amount of Solid Waste generated by the Commercial Premises.

1.1.19 Company

"Company" means R&F Disposal, Inc., a California corporation, and its officers, directors, employees, agents, subsidiaries, and subcontractors.

1.1.20 Complaint

"Complaint" means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to City or Company regarding Company's performance of its duties under the terms of this Agreement. Complaints concern missed pick-ups, property damage caused by Company, tardy service, unresponsiveness to requests, billing problems, and similar issues. Complaints exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at rates or City's solid waste ordinance and its provisions.

1.1.21 Composting and Compost

"Composting" and "Compost" shall have the meanings ascribed in the Act.

1.1.22 Construction and Demolition Waste

"Construction and Demolition Waste" means Solid Waste generated at a Residential Premises or Commercial Premises that is directly related to construction or demolition activities occurring thereon.

1.1.23 Contamination Fee

"Contamination Fee" means an amount charged by Company to Accounts to recover costs for separating Solid Waste that is not Recyclable Materials and is placed in Recyclable Materials containers, or for arranging special, unscheduled collections due to placement of Solid Waste that is not Recyclable Materials in Recyclable Materials containers.

1.1.24 Customer

"Customer" means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "Customer" is used interchangeably with the word "Account" in this Agreement.

1.1.25 Designated Disposal Site

"Designated Disposal Site" means the Disposal Site designated by Company for the Disposal of Solid Waste collected pursuant to this Agreement, as more particularly described in subsection 3.11.1.

1.1.26 Designated Organic Waste Facility

"Designated Organic Waste Facility" means the facility designated by Company for the processing of Organic Waste collected pursuant to this Agreement, as more particularly described in subsection 3.11.3.

1.1.27 Designated Recycling Facility

"Designated Recycling Facility" means the facility designated by Company for the processing of Recyclable Materials collected pursuant to this Agreement, as more particularly described in subsection 3.11.2.

1.1.28 Disposal

"Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill in full regulatory compliance.

1.1.29 Disposal Site

"Disposal Site" means any Solid Waste handling facility or facilities used for the final Disposal of Solid Waste collected by Company.

1.1.30 Diversion

"Diversion" has the meaning ascribed in Section 40124 of the California Public Resources Code, as it now exists or may subsequently be amended.

1.1.31 Dwelling Unit

"Dwelling Unit" means any Single-Family Premises or any individual living unit in a Multi-Family Premises intended for, or capable of being utilized for, residential living.

1.1.32 Effective Date

"Effective Date" means the date set forth in the first paragraph of this Agreement.

1.1.33 Environmental Laws

"Environmental Laws" means all federal and state statutes, and county and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6902 et seq.; the Federal Clean Water Act, 33 USC § 1251 et seq.; the Toxic Substances Control Act, 15 USC § 1601 et seq.; the Occupational Safety and Health Act, 29 USC § 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 et seq.; the California Toxic Substances Control Act, California Health and Safety

Code Section 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; and all rules and regulations promulgated thereunder.

1.1.34 E-Waste

"E-Waste" means electronic products as defined in 22 CCR § 66273.9, including but not limited to computers, televisions, VCRs, stereos, copiers, fax machines, and other "covered electronic devices" as defined in Public Resources Code Section 42463.

1.1.35 Food Waste

"Food Waste" means compostable organic materials, excluding Green Waste, including but not limited to: (i) all food (including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese and eggshells); (ii) compostable food-soiled paper (including napkins, paper towels, paper plates); (iii) tea bags, coffee grounds, and coffee filters; and (iv) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs. Food Waste is a subset of Organic Waste.

1.1.36 Franchise Fee

"Franchise Fee" shall mean the fee paid to City in the amount and in accordance with Section 5.9.

1.1.37 Green Waste

"Green Waste" means tree trimmings, wood stumps, small pieces of wood, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or forty-eight (48) inches in length) and similar materials. Green Waste is a subset of Organic Waste.

1.1.38 Gross Receipts

"Gross Receipts" means any and all revenue received from Billings, and compensation in any form, received by Company or subsidiaries, parent companies or other Affiliates of Company, for the Collection and transportation of Solid Waste (including Recyclable Materials, Green Waste, Organic Waste, Construction and Demolition, and so forth) pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles ("GAAP"), without subtracting any fees or other cost of doing business. Sales revenue from the sale of Recyclable Materials is excluded from Gross Receipts for the purpose of calculating Franchise Fees.

1.1.39 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant," "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601 et seq. ("CERCLA"); (ii) the Hazardous Materials Transportation Act, 49 USC § 1802, et seq.; (iii) the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; (iv) the Clean Water Act, 33 USC § 1251 et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC § 7901 et seq.; or (vii) California Water Code Section 13050; (viii) any amendments, rules or regulations promulgated under those specified statutes or acts that are currently existing or may later be enacted; and (ix) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or later enacted, including, without limitation, friable asbestos, polychlorinated biphenyls ("PCBs"), petroleum, natural gas, synthetic fuel products, and by-products.

1.1.40 Hazardous Waste

"Hazardous Waste" means all substances that are defined as hazardous waste, acutely hazardous waste, extremely hazardous waste or medical waste by the State of California in Health and Safety Code Sections 25110.02, 25115, 25117, and 117690 and Public Resources Code Section 40141, or in any future amendments to or recodifications of these statutes, or identified and listed as hazardous waste by the U.S. Environmental Protection Agency ("EPA"), pursuant to the Federal Resource Conservation and Recovery Act (42 USC § 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.1.41 Holiday

"Holiday" shall mean:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

"Holiday" shall also mean any other day designated as such by City and Company.

1.1.42 Household Hazardous Waste

"Household Hazardous Waste" means Hazardous Waste generated at a Single-Family or Multi-Family Premises.

1.1.43 Late Fee

"Late Fee" means an amount charged by Company to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or Non-Sufficient Fund ("NSF") fees.

1.1.44 Material Recovery Facility ("MRF")

"Material Recovery Facility" or "MRF" means a facility licensed or permitted in accordance with the Act which separates Recyclable Materials and processes them for sale to end users.

1.1.45 Multi-Family Premises

"Multi-Family Premises" means a premises having five (5) or more Dwelling Units. Multi-Family Premises generally receive Collection service through the use of shared Bins, but may use Carts.

1.1.46 Municipal Code

"Municipal Code" means the Municipal Code of the City of McFarland.

1.1.47 Operative Date

"Operative Date" has the meaning ascribed in Section 2.3.

1.1.48 Organic Waste

"Organic Waste" or "Organics" has the meaning defined in Public Resources Code Section 42649.8(c), generally consisting of Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

1.1.49 Processing

"Processing" shall mean the reduction, separation, recovery, conversion, or Recycling of Solid Waste.

1.1.50 Public Resources Code

"Public Resources Code" shall mean the California Public Resources Code.

1.1.51 Rate Schedule

"Rate Schedule" means the rates authorized by this Agreement. The initial Rate Schedule is set forth in Exhibit 1. The Rate Schedule may be adjusted pursuant to Section 5.3.

1.1.52 Recyclable Materials

"Recyclable Materials" means Solid Waste that is Source Separated, has some potential economic value, and is set aside, handled, packaged, or offered for Collection in a manner different from Refuse in order to allow it to be processed for Recycling.

1.1.53 Recycling

"Recycling" means any process by which materials that would otherwise become Solid Waste are collected (whether source-separated, co-mingled, or as mixed waste), separated, or processed and returned to the economic mainstream in the form of raw materials or products or materials that are salvaged or recovered for reuse.

1.1.54 Refuse

"Refuse" means Solid Waste that is not Recyclable Materials, Organic Waste, Construction and Demolition Waste, Bulky Waste, or Special Waste.

1.1.55 Residential Account or Customer

"Residential Account" or "Residential Customer" means an Account for collection services provided to any Residential Premises.

1.1.56 Residential Premises

"Residential Premises" means property which is used for residential purposes within the City, including Single-Family Premises; any premises used for residential occupancy having more than one Dwelling Unit that receives Cart Service, including apartment houses, condominiums, mixed condominiums and rental housing, mobile home parks, and trailer parks; and any premises with businesses conducted upon Residential Premises that are permitted under applicable zoning regulations that receives Cart Service.

1.1.57 Resolution No. 2016-045

"Resolution No. 2016-045" means City Council Resolution No. 2016-045, or any successor resolution addressing the subject matter thereof.

1.1.58 Roll-off Box

"Roll-off Box" means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the Account or Company, which is serviced by a roll-off truck.

1.1.59 Roll-off Service

"Roll-off Service" means Collection, transportation, Recycling, processing and Disposal services that are provided using a Roll-off Box. Roll-off Service may be provided on a permanent or temporary basis.

1.1.60 Single-Family Premises

"Single-Family Premises" means premises having fewer than five Dwelling Units. Single Family Premises units generally receive individual Cart Collection service, but service is not dependent upon unit count unless specifically stated.

1.1.61 Solid Waste

"Solid Waste" has the meaning defined in Public Resources Code Section 40191, including all putrescible and nonputrescible solid and semi-solid waste, generated in or upon, related to the occupancy or, remaining in or emanating from Residential Premises or Commercial Premises, including Recyclable Materials, Green Waste, Organic Waste, Construction and Demolition Waste, garbage, trash, refuse, paper, rubbish, ashes, industrial waste, discarded home and industrial appliances, manure, vegetable or animal solid wastes, and other solid and semi-solid waste, excluding liquid wastes, abandoned vehicles, Hazardous Waste, and medical waste.

1.1.62 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transportation, storage, transfer, or processing of Solid Waste.

1.1.63 Source Separated

"Source Separated" means the segregation by the Waste Generator of individual components of Solid Waste, which otherwise would become Refuse or garbage (such as glass bottles, metal cans, newspapers, plastic containers, organics, etc.) into separate container(s) for the purpose of allowing the Recycling of such materials.

1.1.64 Special Waste

"Special Waste" means Solid Waste that is a "designated waste" under Applicable Law, is required to be accompanied by a written manifest or shipping document

describing the waste under Applicable Law, or requires special handling at any Processing facility or Disposal Site.

1.1.65 Temporary Service

"Temporary Service" means Bin Service or Roll-Off Service provided to premises on a temporary, as-needed basis.

1.1.66 Universal Waste

"Universal Waste" means waste materials that are conditionally exempt from classification as Hazardous Waste pursuant to Title 22 of the California Code of Regulations (22 CCR), Section 66261.9, including but not limited to batteries, computers and peripherals, printers, CRT monitors, televisions, electronic equipment, and cathode ray tubes.

ARTICLE 2. GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise; Termination of Prior Agreements

Subject to the terms and conditions of this Agreement, City grants to Company an exclusive franchise to collect, transfer, transport, recycle, process and dispose of all Solid Waste generated at all Residential Premises and Commercial Premises lying within the municipal boundaries of City as presently existing or as these boundaries may be modified during the term of this Agreement.

Company accepts the franchise on the terms and conditions set forth in this Agreement.

The Parties agree that, upon the Operative Date, this Agreement supersedes all prior agreements related to the subject matter hereof, including but not limited to the Refuse Franchise Agreement and the Recyclables Franchise Agreement, and that all such prior agreements are of no further force or effect, except for indemnity obligations arising under the prior agreements before the Operative Date.

2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.7, or as may otherwise be provided by federal or state law, the rights granted to Company under this Agreement will be exclusive to Company.

City shall have the right to enforce the exclusivity provisions hereof in its sole discretion. If, at the request of Company, City takes administrative, law enforcement, or other legal action against any person who infringes on Company's exclusive rights, Company shall reimburse City for its administrative, law enforcement or legal costs related to any such action. City staff costs shall be reimbursed at rates contained in City's staff billing rates adopted by the City

Council in effect at the time City's costs were incurred. Nothing herein precludes Company from taking such legal action against third parties as it deems appropriate to protect its rights under this Agreement.

2.3 Operative Date

The Operative Date of this Agreement is January 16, 2020. The Operative Date is the date upon which Company shall commence to provide Solid Waste Handling Services that are authorized by this Agreement.

2.4 Term of Agreement

The term of this Agreement commences on the Effective Date and expires on June 30, 2040 ("Termination Date"), unless earlier terminated pursuant to Article 8 or otherwise. On or after June 30, 2035, but no later than June 30, 2038, Company may request that the term be extended for a period of five 5 years ("Extension Period") beyond the Termination Date. City shall not unreasonably withhold approval of the Extension Period if Company has satisfactorily performed under this Agreement. Any requests for subsequent extensions may be approved or denied in City's sole and absolute discretion.

2.5 Conditions to Effectiveness of Agreement

The effectiveness of this Agreement and the performance of City's obligations, are subject to the satisfaction of all conditions set out below, any of which may be waived by City in whole or in part:

2.5.1 Accuracy of Representations.

Representations and warranties made by Company in this Agreement are true and correct as of the Operative Date.

2.5.2 Furnishing of Insurance and Bonds.

On or before the Operative Date, Company has furnished evidence satisfactory to the City Manager of the insurance and bonds required by Article 7, together with evidence satisfactory to the City Attorney that the person(s) executing the bonds are authorized to do so and to bind the principal and surety.

2.5.3 Effectiveness of the City Council Action.

City's resolution approving this Agreement has become effective under California law prior to the Operative Date of this Agreement.

2.6 Delegation of Authority

The administration of this Agreement by City will be under the supervision and direction of the City Manager. Any and all actions specified in this Agreement, unless otherwise stated, will be taken by the City Manager.

2.7 Limitations on Scope of Franchise

The franchise granted to Company is exclusive, except for the categories of Solid Waste listed in this Section. The granting of this franchise does not preclude the categories of Solid Waste listed below from being delivered to, collected and transported by others, provided that no person is excused from obtaining from City any authorization that is required by law:

1. Source-separated Recyclable Materials that a Customer donates or sells to other persons.
2. Solid Waste, which is removed from any premises by the Customer, and which is transported personally by the Customer (or by the Customer's full-time employees), to a Processing or Disposal facility.
3. Bulky Waste removed from a Premises by a property cleanup or maintenance company as an incidental part of the total cleanup, delivery, or maintenance service offered by such company rather than as a hauling service.
4. Green Waste removed from a premises by a gardening, landscaping, or tree trimming company using its own equipment, vehicles and employees as an incidental part of a total service offered by such company, as opposed to a hauling service.
5. Green Waste generated by an agricultural use on a lot where such use is permitted pursuant to applicable provisions of the Municipal Code, and where such Green Waste is transported personally by the Customer (or by the Customer's full-time employees), to a Processing facility.
6. Construction and Demolition Waste that is removed by a solid waste enterprise authorized by City to collect such waste, or that is incidentally removed by a duly-licensed construction or demolition company, or as part of a total service offered by such licensed company, and where the licensed company uses its own equipment, vehicles and employees.
7. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
8. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.

9. Hazardous Waste, medical waste, and radioactive waste, regardless of its source.
10. The casual or emergency collection, removal, Diversion, or Disposal of Solid Waste by City through its officers or employees in the normal course of their employment.
11. Universal Waste.

Company acknowledges that City may permit other persons besides Company to collect the types of Solid Waste listed in this Section, including Recyclable Materials, without obtaining any approval of Company.

The grant to Company of this exclusive franchise will be interpreted in a manner consistent with state and federal laws. The scope of this exclusive franchise will be limited by current and developing state and federal laws with regard to Solid Waste handling, control of Recyclable Materials, Solid Waste flow control, and related matters. If future interpretations of current law, or the enactment of new laws or local ordinances, limit the ability of City to lawfully provide for the scope of franchise services specifically set forth, Company agrees that the scope of the franchise will be limited to those services that may be lawfully provided; and City will not be responsible for any lost profits that may be claimed by Company. In that event, it is the responsibility of Company to minimize the financial impact to whatever extent is reasonably feasible.

2.8 City's Right to Direct Changes

2.8.1 General

City may direct Company to perform additional services (including new Diversion programs, etc.) or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for Customers, are included among the kinds of changes that City may direct. Company will be entitled to an adjustment in its compensation for providing those additional or modified services, if Company demonstrates that its cost of service would increase.

2.8.2 New Diversion Programs

In conjunction with the requirements of subsection 2.8.1, Company must present, within 60 days of a written request from City, a proposal to provide additional or expanded Diversion services. The proposal must contain a complete description of the following:

- Collection methodology to be employed (equipment, staff resources, etc.).
- Equipment to be used (vehicle number, types, capacity, age, etc.).

- Labor requirements (number of employees by classification).
- Type of containers to be used.
- Program publicity, education, and marketing.
- Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions.

2.8.3 City's Right to Acquire Services

Company acknowledges that City may permit other persons to provide additional Solid Waste Handling Services not otherwise provided for in this Agreement. If Company and City cannot agree on terms and conditions for additional or expanded services within 90 days from the date when City first requests a proposal from Company to perform those services pursuant to subsection 2.8.2, City may extend the time to reach agreement by another 90 days. If, after that extension, the Parties cannot agree to terms and conditions for the additional or expanded services, City may authorize persons other than Company to provide those services. If City exercises its right to authorize third parties to provide those services, and if the decision reduces or eliminates Company's Solid Waste Handling Services as set forth in Article 3 of this Agreement, Company shall reduce its Billings proportionately.

2.9 Ownership of Solid Waste

Except as otherwise may be provided by state law, when Solid Waste is placed at the designated Collection location, ownership and the right to possession will transfer directly from the Customer to Company by operation of this Agreement. Subject to Company's obligation to assist City in meeting the source reduction and Recycling goals that apply to City, and City's rights under Sections 3.8, 3.9 and 3.11.4, Company has the right to retain, recycle, process, dispose of, and otherwise use that Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose. Subject to the provisions of this Agreement, Company has the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or reuse the Solid Waste that it collects.

2.10 Company Status

Company represents and warrants that it is duly organized, validly existing, and in good standing under the laws of California, that it is qualified to transact business in the State of California and has all necessary licenses, permits, and certifications to provide the services required by this Agreement.

2.11 Company Authorization

Company represents and warrants that:

- Company is authorized to enter into and perform its obligations under this Agreement;
- The Board of Directors of Company has taken all actions required by law, the articles of incorporation, the bylaws, or otherwise, to authorize the execution of this Agreement; and
- The persons signing this Agreement on behalf of Company have authority to do so.

2.12 Annexations

This Agreement will extend to any territory annexed to City during its term, except to the extent that Collection by Company within that annexed territory would violate the provisions of Public Resources Code Section 49520. In that event, this Agreement will become effective as to that area at the earliest possible date authorized by law; and City will cooperate with Company to fulfill any requirement necessary for Company to serve the annexed area consistent with this Section.

2.13 Permits and Licenses

Company shall acquire and maintain a City business license and all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste including Recyclables, disposing of Solid Waste, and the Recycling of Recyclables as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Article 11. Company must follow the requirements of the McFarland Municipal Code.

2.14 Article XIIC, D (Proposition 218)

The Parties recognize that, as of the date this agreement is entered into, there is no authoritative judicial determination of whether Articles XIIC and XIID (Proposition 218) of the California Constitution apply to charges imposed by private enterprises for solid waste handling and recycling services when those charges are regulated by a local government. Until such authoritative judicial guidance is available, City intends to provide notice of proposed rate increases, and an opportunity for public hearing and protest as required by Article XIID, except as specifically exempted under Article XIID.

2.14.1 Proposition 218 Compliance. City shall be responsible for complying with all requirements of XIID of the California Constitution and all requirements of Government Code Section 53750 et seq. (collectively, "Proposition 218"), to the extent compliance with Proposition 218 is required. Company shall cooperate with

City in providing the records and documentation, including customer and mailing lists, necessary to provide all notices and information required to conduct majority protest proceedings under Proposition 218. In conducting such proceedings, City shall consult with Company, as necessary, and shall keep Company reasonably informed of the progress concerning each protest hearing City conducts. However, City shall at all times act independently of Company in administering majority protest proceedings and shall at all times exercise its own judgment in ascertaining and applying the requirements of Proposition 218.

2.14.2 Reimbursement for Expenses of Proposition 218 Compliance. Following the completion of any proceeding under Proposition 218, Company shall reimburse City for all expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding. Such expenses shall include the costs that City administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required.

2.14.3 Proposition 218 Indemnification. To the fullest extent permitted by law (including Public Resources Code Section 40059.2), Company shall indemnify the City, its officers, employees, agents and volunteers, (collectively, "Indemnitees") from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Company or any of the Indemnitees resulting in any form from the City conduct of protest proceedings under Proposition 218 or in connection with the application of Proposition 218 to the imposition, payment or collection of rates and fees for services provided by Company under this Agreement.

The City shall defend any such action(s) or proceeding(s) with counsel of its choosing. Company's obligation to indemnify the City shall not be affected should Company be named as a party in any such action(s) or proceeding(s) along with the City or Indemnitees. Nor shall Company's indemnification obligation be affected should Company seek to intervene, or intervene, in any action(s) or proceeding(s).

2.14.4 Reductions in Service Following Majority Protest. Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to Company on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Company provides, or reductions in the levels of service it provides, that would allow Company to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into an amendment to this Agreement to memorialize the agreed upon terms. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any minimum performance standard governing the collection of solid wastes and recycled

materials, including but not limited to any provision of the Act, Titles 14 and 27 of the California Code of Regulations, and Title 8, Chapter 8.12 of the McFarland Municipal Code.

2.14.5 Should the Parties fail to agree on modifications to the services Company provides, or reductions in the levels of service it provides, that would allow Company to continue to receive a reasonable profit under the Agreement, either Party may terminate this Agreement with 30 days advance written notice to the other Party. While this Agreement is in effect, Company shall be compensated in accordance with the Agreement terms.

ARTICLE 3. DIRECT SERVICES

3.1 Solid Waste Collection Services

The work to be performed by Company includes, but is not limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and other items necessary to perform the services required. The designation of, and specification of requirements for, particular items of labor or equipment does not relieve Company of the duty to furnish all others, as may be required, whether or not identified elsewhere in this Agreement.

The work to be performed by Company will be performed in a thorough and professional manner so that Customers within the City are provided with reliable, courteous and high-quality Solid Waste Handling Services at all times during the term of this Agreement.

City shall, by appropriate ordinance, require that Customers place all containers correctly for pickup (as described in this Article, below), lid closed, without contamination in recyclables, and not leave any vehicle blocking access to container for pick up by Company.

3.1.1 Refuse Cart Service

Company must collect Refuse delivered for Collection at the curbside at Residential Premises receiving Cart Service not less than once each calendar week. Not more than seven days shall elapse between Collections. Company shall provide each automated Refuse Cart customer with one 96-gallon Refuse Cart. Additional Refuse Carts will be provided at a rate that does not exceed the rate set forth in the Rate Schedule.

Collection of Refuse Carts will take place at the curbside. If the designated collection location of Carts is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.1.2 Refuse Bin Service

Company will provide temporary Bin Service to Residential Premises, and permanent or temporary Bin Service to Commercial Premises (including Multi-Family Premises), requesting the service, at a rate not to exceed the rates set forth in the Rate Schedule. Company must collect and remove all Refuse that is placed in Bins from Commercial Premises receiving permanent Bin Service at least once each calendar week, or more frequently upon Customer request. Special consideration will be given when determining the pick-up area to ensure that the flow of traffic is not impeded. Company shall deliver and collect temporary Bins at the direction of the Customer, and shall notify City prior to delivering temporary Bins placed within the public right-of-way.

Company shall provide other services desired by Accounts receiving Bin Service, including walk-in/push-out service where the Bin must be moved manually to the collection point, scout service, or use of Bins with castors, hasps, or locks, at a rate not to exceed the rate set forth in the Rate Schedule.

If the designated collection location of Bins is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.1.3 Refuse Roll-off Service

Company shall provide temporary Roll-off Service to Residential Premises and permanent or temporary Roll-off Service to Commercial Premises (including Multi-Family Premises) requesting the service, at a rate not to exceed the rate set forth in the Rate Schedule. Company shall collect and remove all Refuse that is placed in Roll-off Boxes from every Customer receiving permanent Roll-off Service at least once every week or more frequently if required to handle the waste stream of the Customer. Company shall deliver and collect temporary Roll-off Boxes at the direction of the Customer and shall notify City prior to delivering temporary Roll-off Boxes placed within the public right-of-way.

Company shall provide extra services desired by Customers receiving Roll-off Service, including extra pick-ups, relocation of containers, Account-owned Roll-off Box hauling and Disposal services and use of compactors and vertical compactors, at a rate not to exceed the rate set forth in the Rate Schedule.

Roll-off Boxes may be placed in the public right-of-way in front of the Customer's premises but shall not block view of any traffic or regulatory signs. A Roll-off Box shall not be placed in the public right-of-way for more than seven consecutive days.

3.2 Recyclable Materials Collection Services

3.2.1 Recyclable Materials Collection – Residential Refuse Cart Customers

Company must provide weekly automated Recyclable Materials collection to all Residential Premises receiving Refuse Cart Service on the same day as Refuse collection. Materials to be collected are as defined herein. Company shall provide each automated Refuse Cart Customer with one 64-gallon Recyclable Materials Cart. Upon request, Company shall substitute a 96-gallon Recyclable Materials Cart at a rate that does not exceed the rate set forth in the Rate Schedule. Additional Recyclable Materials Carts will be provided at a rate that does not exceed the rate set forth in the Rate Schedule.

Collection of Recyclable Material Carts will take place at the curbside. If the designated collection location of Carts is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.2.2 Recyclable Materials Collection – Refuse Bin Service and Commercial Customers

Company must also provide Collection of Recyclable Materials to Commercial Premises (including Multi-Family Premises). Recyclable Materials Collection will be made using Bins. Company shall collect and remove all Recyclable Materials from every Customer at least once every week or more frequently if required to handle the Recyclable Materials generated by the Customer.

In accordance with Public Resources Code Section 42649.2, certain Multi-Family Premises and Commercial Premises are required to arrange for the Recycling of Recyclable Materials, though, among other means, Collection by Company. Company shall make diligent good faith efforts to maximize participation in Recyclable Materials Collection at these premises in accordance with Section 3.6.2.

If the designated collection location of containers is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.2.3 Construction and Demolition Waste Recycling

Company shall make reasonable efforts to prevent Construction and Demolition Waste that is suitable for Recycling from being taken to a landfill by:

- Transporting all Construction and Demolition Waste loads to a Materials Recovery Facility where they will be processed for reuse, or, if materials have been source separated, they may be taken directly to a construction and demolition materials facility for reuse;
- Inquiring of all Roll-off Box Customers as to the type of Solid Waste to be generated, instructing all potential Construction and Demolition Waste generators regarding how to divert such materials, and providing a how-to brochure with alternative processing Facility contact information;
- Contacting contractors on a list provided by City annually to educate them on Construction and Demolition Waste Diversion, including the requirements of Chapter 8.10 of the Municipal Code;
- Complying with CalRecycle and CALGreen requirements for the processing and Diversion of Construction and Demolition Waste material; and
- Diverting a minimum of 65% percent for Construction and Demolition Waste material.

3.2.4 Contaminated Recycling Containers

As used herein, "contamination" refers to materials placed in a Recyclable Materials container that are other than Recyclable Materials. If Company documents that a particular premises has a Recyclable Materials container with excessive contamination, ~~Company shall red tag the Recyclable Materials container with a notice that includes:~~

1. The fact that the contents of the Recyclable Materials containers could not be recycled due to the presence of inappropriate material in the Recyclable Materials container;
2. A description of the Recyclable Materials that are appropriate for collection in the Recyclable Materials container;
3. An explanation that continued incidents of excessive contamination will result in the imposition of a Contamination Fee in accordance with Resolution No. 2016-045 and, where warranted, requiring additional or larger-sized Refuse containers or additional collections of existing containers, at an additional cost to the premises; and
4. A phone number to contact Company to obtain additional information and/or receive responses to questions the Customer may have.

In the event of continued incidents of excessive contamination, Company may impose the fines authorized by Resolution No. 2016-045.

3.2.5 Red Tags

Company may also issue red tags to any Customer who blocks access to container(s), or for any other reason authorized by Resolution No. 2016-045. Red tags issued under this Section shall contain sufficient information to allow the Customer to understand, address and correct the issue. Company may impose fines for such violations in accordance with Resolution No. 2016-045. Company shall routinely (no less than once per week) send an employee along the collection routes for routine inspection of all containers in service for correct placement, closed lid, damage, overflow, red tag issues and any other readily apparent issue at no extra cost to City or Customers.

3.3 Organic Waste Collection Services

3.3.1 Green Waste Collection – Residential Refuse Cart Service Customers

Company shall provide weekly automated Green Waste collection to all Residential Premises receiving Refuse Cart Service on the same day as Refuse collection. Company shall provide each automated Refuse Cart customer with one 96-gallon Green Waste Cart. Upon request, Company shall substitute a 64-gallon Green Waste Cart for the 96-gallon Green Waste Cart. Additional Green Waste Carts will be provided at a rate that does not exceed the rates set forth in the Rate Schedule.

Collection of Green Waste Carts will take place at the curbside. If the designated collection location of Carts is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.3.2 Organic Waste Collection – Refuse Bin Service, Roll-off Service and Commercial Cart Customers

Company shall make available Collection of Organic Waste to Commercial Premises (including Multi-Family Premises) that subscribe to the service. Organic Waste Collection may be made using Carts or Bins, depending on the needs of the Customer. Company shall collect and remove all Organic Waste from every Customer at least once every week or more frequently if required to handle the Organic Waste generated by the Customer, at a rate not to exceed the rates set forth in the Rate Schedule.

In accordance with Public Resources Code Section 42649.81, certain Multi-Family Premises and Commercial Premises are required to arrange for the Recycling of Organic Waste, through, among other means, Collection by Company. Company shall make diligent good faith efforts to maximize participation in Organic Waste Collection at these premises in accordance with subsection 3.6.2.

If the designated collection location of containers is disputed by the Customer or Company, City and Company shall work together to resolve the dispute. In the event the dispute cannot be resolved, the City Manager shall make the final determination. Additionally, if in City's opinion the existing collection location is inappropriate, City may require the Customer or Company to relocate the collection location.

3.3.3 Contaminated Green Waste or Organic Waste Containers

As used herein, "contamination" refers to materials placed in a Green Waste or Organic Waste container that are other than Green Waste or Organic Waste, as applicable. If Company documents that a particular premises has a Green Waste or Organic Waste container with excessive contamination, Company shall red tag the Green Waste or Organic Waste container with a notice that includes:

1. The fact that the contents of the container could not be recycled due to the presence of inappropriate material in the container;
2. A description of the Green Waste or Organic Waste (as applicable) that is appropriate for collection in the Green Waste or Organic Waste container;
3. An explanation that continued incidents of excessive contamination will result in the imposition of a Contamination Fee in accordance with Resolution No. 2016-045 and, where warranted, requiring additional or larger-sized Refuse containers or additional collections of existing containers, at an additional cost to the premises; and
4. A phone number to contact Company to obtain additional information and/or receive responses to questions the Customer may have.

In the event of continued incidents of excessive contamination, Company may impose the fines authorized by Resolution No. 2016-045.

3.4 Additional Services to Customers

3.4.1 Holiday Tree Collection Program

Company will collect, transport, and divert from Disposal holiday trees which are placed at the curbside at all Residential Premises on the two regularly-scheduled collection days following December 25. Company is not required to divert artificial holiday trees, or trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter. Company shall also provide two 40-cubic yard Roll-off Boxes for Collection of Holiday Trees during the two weeks following December 25 at locations in the City to be determined by the Parties.

3.4.2 Used Oil and Oil Filters Collection

1. Collection. Upon the request of a Residential Customer, Contractor will collect automotive batteries, used oil filters and motor oil in sealed containers provided by the Customer, City or Contractor (in the circumstances described in the next paragraph), set out at the regular place of Collection on that Residential Customer's next regularly scheduled Collection day, without surcharge. If City or Contractor provide containers, Contractor will simultaneously leave one replacement oil container and one new filter container for each respective container and filter Collected. Contractor will clean up oil spills at or within a five foot circumference of the regular place of Collection, whether caused by Contractor or another Person.

2. Containers. City will provide Contractor with used oil containers sufficient to hold up to 10 quarts of oil and up to 2 used oil filters bags (or other capacity agreed to with City), so long as the City receives funds under Used Motor Oil Recycling Program grants awarded by CalRecycle. If the City is for any reason unable to provide containers, upon City direction Contractor will provide containers substantially identical in design, function and material specifications to the original containers, as approved by City for the direct cost of the containers. This will not comprise a change in the scope of services. Contractor will use reasonable business efforts to keep the outside of all containers clean and reuse containers until their condition renders them inappropriate therefor.

3. Used Oil and Oil Filters and Automotive Batteries Recycling and Disposal. Contractor will use reasonable business efforts to recycle used oil and filters and automotive batteries that it collects with State-authorized recyclers. Contractor will dispose of used oil and filters that are contaminated, or are otherwise not Diverted, in accordance with Applicable Law without surcharge or adjustment. Contractor will promptly notify City of contamination that renders used oil or filters unacceptable for recycling.

3.4.3 Information for New Customers

Company shall provide, at the time it begins collection service to a new Customer, written instructions and rules to the Customer as to the procedures for Solid Waste Collection. This service shall be at no cost to City or Customer.

3.4.4 Other Services

Company may provide other services to Customers for which a rate is not provided in the Rate Schedule for a charge to be negotiated between Company and the Customer. Any dispute regarding the charge for such services shall be referred to the City Manager, whose decision shall be final and binding.

3.5 Additional Services to City

3.5.1 Collection From City Facilities

At no cost to City, Company shall furnish sufficient containers, as determined by City, for regularly-scheduled Collection services at all City Facilities. The list of City Facilities as of the date of this Agreement is attached hereto as Exhibit 2. Company shall service the containers on the schedule set forth in Exhibit 2. This list may be amended from time to time by City to add facilities acquired by City or to delete facilities no longer owned by City, or to adjust the service levels as needed if additional waste is generated. Any such amendment of the list attached as Exhibit 2 will be made by the City Manager without the necessity of amending this Agreement.

3.5.2 Abandoned Item Collection

At no cost to City, Company shall collect or cleanup abandoned items and non-hazardous spilled waste on City public rights-of-way, or City Facilities, in emergency situations where immediate cleanup is required. Company shall collect or cleanup such abandoned items and non-hazardous spilled waste within twenty-four hours after being requested to do so by the City Manager. For purposes of this section, an emergency means when the City Manager determines that it is reasonably necessary to collect spilled or illegally dumped non-hazardous waste before the next Business Day in order to protect the environment from contamination, or to preserve the public peace, health, safety, or welfare. ~~Abandoned items collected pursuant to this Section shall be processed in accordance with subsection 3.5.3.~~

3.5.3 City-wide Cleanup Events

Each year, Company will provide, at no additional cost, Roll-off Boxes and Bins, as determined by City, for two City-wide clean-up events in which residents and other volunteers collect litter and abandoned items, including Bulky Waste, from the City or a portion of the City and deposit materials in the Roll-off Boxes and Bins. Company shall make diligent good faith efforts to maximize Diversion of Solid Waste collected at the clean-up events from Disposal.

Bulky Waste collected by Company may not be landfilled or disposed of until the following hierarchy has been followed by Company:

1. Reuse as is (if energy efficient).
2. Disassemble for reuse or Recycling.
3. Recycle (through participation of charitable organizations).

Disposal.

3.6 Diversion

3.6.1 State Diversion Requirements

Company shall cause at least 50% of all Company collected Solid Waste to be diverted from Disposal. Diverted Solid Waste shall be Solid Waste collected and processed in a manner such that the tonnage is not considered as Disposal by the State (per annual reports to CalRecycle). Third-party Diversion shall not be considered towards the minimum Diversion rate. Company shall provide documentation to City within 45 days of the end of each calendar year stating and supporting that calendar year's Diversion rate. City shall work with Company in good faith to assist and support Company in attain and maintain its diversion goals.

In the event that the State of California increases the mandated Diversion percentage of 50% Diversion (currently set forth in Public Resources Code Section 41780), requires new programs in addition to those already mandated by the Act or changes the methods for obtaining or measuring compliance with existing requirements, City may impose new or additional Diversion requirements. Company shall be entitled to a reasonable rate adjustment with respect to costs associated with these new or additional Diversion requirements, including the cost of programs necessary to achieve the new Diversion requirements, in accordance with Section 2.8.1 and Section 5.4.

3.6.2 AB 341/AB 1826 Outreach

Company shall make diligent good faith efforts to implement the requirements of AB 341 (Mandatory Recyclable Material Collection) and AB 1826 (Mandatory Organic Waste Collection), including the education, outreach, and monitoring requirements of those laws. Company shall (i) identify all Customers subject to the requirements of AB 341 and AB 1826, (ii) prepare and distribute to all Customers a letter describing AB 341 and AB 1826 requirements, (iii) provide periodic (at least two per year) on-site visits to such premises to offer and promote Recyclable Materials or Organic Waste services until service is initiated (or until service is resumed, in the event of a service interruption of greater than 90 days), (iv) attempt to resolve any logistical detriments to providing these services, and (v) notify and request assistance from City for potential follow up action where there is a repeated refusal to implement these services. City agrees to provide reasonable assistance to Company, including occasional participation by City personnel in meetings with Customers who repeatedly refuse to implement Recyclable Materials or Organics Collection services. Company shall complete identification of all Customers subject to the requirements of AB 341 and AB 1826 by the date that is 90 days after the Operative Date, and shall distribute the letter referenced above and complete at least one on-site visit to each identified Customer by December 31, 2019.

3.6.3 End Uses for Green Waste

Company shall divert from Disposal all Green Waste materials collected through curbside collection and holiday tree collections and shall provide end uses for Green Waste that maximize Diversion credits for City in accordance with regulations established by CalRecycle. Per Public Resources Code Section 41781.3, Alternative Daily Cover ("ADC") will no longer be acceptable as a Diversion credit starting January 1, 2020. Therefore, commencing January 1, 2020, Company shall not process Green Waste materials from the City as ADC, unless prior written approval is obtained from the City Manager.

3.7 Operations

3.7.1 Schedules

Collection shall take place between the hours of 6:00 a.m. and 6:00 p.m. on any day of the week, except that no pick-ups shall be made on Sunday unless specifically authorized in writing by the City Manager. Hours and days of Collection are subject to change by the City Council. If the regularly scheduled collection day falls on a defined Holiday, alternate Collection will be performed on the following day, unless that day falls on Sunday. Alternative Collection will then be performed on the following Monday. All collection days falling on other legal holidays will remain as scheduled.

Company shall review with City its operation plan, outlining the Collection routes, intervals of Collection, and collection times for all materials collected under this Agreement, upon 30 days' written notice by City requesting such review. Such a review shall not be more than once per calendar year, except that more frequent reviews may be required if operations are not satisfactory, based on documented observations or reports of Complaints. If the plan is determined by City to be inadequate, Company must modify its plan by incorporating changes into a revised plan and reviewing that revised plan with City within 30 calendar days.

3.7.2 Vehicles

1. General. Company must provide collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Any additional vehicles or routes that may be required to meet the service standards during the term of this Agreement will be at Company's exclusive expense. Company must have available on Collection days sufficient back-up and auxiliary vehicles to respond to any and all Complaints and emergencies.

2. Specifications. Company must use collection vehicles that comply with all rules and regulations of the Kern County Air Pollution Control District, the California Air Resources Board and any other air-quality regulatory body that may be in authority during the term of this Agreement. Where a collection vehicle is not in compliance with these requirements as of the Operative Date, Company shall bring

the collection vehicle into compliance within two years. Collection vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage, or overflow.

3. Vehicle Identification. Company's name, local telephone number and a unique vehicle identification number must be prominently displayed on all vehicles, in letters and numbers no less than three inches high.

3.7.3 Cleaning and Maintenance

1. Company must maintain all of its properties, vehicles, facilities and equipment used or located in City in a good, safe, neat, clean and operable condition at all times.

2. Vehicles used in the Collection of Solid Waste must be painted and thoroughly washed on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Company must also make vehicles available to the Kern County Environmental Health Department for inspection, at any frequency it requests. Company agrees to replace or repair, to City's reasonable satisfaction, any vehicle that City determines in its reasonable judgment to be of unsightly appearance, leaking oil, hydraulic or other applicable fluids, or in unsatisfactory operating condition.

3. Company must repaint any vehicle, Bin, or Roll-off Box used in the Collection of Solid Waste within 60 days following written notice from City, if City determines in its reasonable judgment that its appearance warrants repainting.

4. Company must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly.

5. Company must repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause, so as to maintain all equipment in a safe and operable condition. Company must maintain accurate records of repair, which will include the date and mileage (or hours of operation), nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6. Upon request by City, Company must furnish to City not later than 30 days after the end of each calendar year, a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory must list all equipment by manufacturer, ID number, date of acquisition, type, capacity, and age.

3.7.4 Operation.

1. Vehicles must be operated in compliance with the California Vehicle Code and all applicable local ordinances. Company may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.
2. Equipment must comply with EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable noise control regulations set forth in the Municipal Code, and must incorporate noise control features throughout the vehicle to the extent necessary to comply with this Section. Company must store all equipment located in City in safe and secure locations in accordance with City's zoning regulations.
3. Company is responsible for providing immediate clean-up and notification in the event of oil, hydraulic and other applicable fluid spills from vehicles that occur within City limits.

3.7.5 City Inspection per Code.

The California Highway Patrol may cause any vehicle used in the performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with all applicable provisions of the California Vehicle Code, including all Vehicle Code sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found by the California Highway Patrol to be in nonconformance with applicable codes. No vehicle directed to be removed from service by City may be returned to service until its return to service has been approved by the California Highway Patrol.

3.7.6 Brake Inspections.

The brake system of each collection vehicle used in the performance of this Agreement must be inspected and certified by a trained mechanic who is either a certified mechanic or who is under the supervision of a certified mechanic. Company's facility, used to store and maintain these vehicles used in the performance of this Agreement, must also be certified under state law by the California Highway Patrol. Notice of certification must be filed with City with the annual report required by Section 6.3.3. Failure to submit the required certification will be grounds for terminating this Agreement.

3.7.7 Correction of Defects.

Following any inspection, the City Manager has the right to cause Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly. This determination may be appealed to the City Council, whose decision will be final and binding.

3.7.8 Containers

3.7.8.1 Cart Design Requirements. The Carts shall be designed and manufactured in accordance with standard industry specifications approved by City before being placed in service by Company.

3.7.8.2 Cart Ownership and Maintenance Responsibilities. Company is responsible for Cart repair and maintenance, graffiti removal and replacing lost, stolen, or damaged Carts within five business days of a request therefor at no additional charge to the Customer or to City. Company may, however, charge the Customer for repairing or replacing a Cart if the damage is due to the Customer's willful conduct, negligence or abuse. In no event may this charge be greater than Company's actual cost for replacement parts or the amount specified in the Rate Schedule, whichever is less. Disputes between Company and its Customers regarding a charge for Cart repair or replacement may be resolved by the City Manager pursuant to Section 4.2.5. All Carts provided under this Agreement shall remain the property of Company at all times.

3.7.9 Bins.

3.7.9.1 Company must provide Customers that receive Bin Service with Bin containers for Collection of Solid Waste, when requested. Company must maintain its containers in a reasonably clean and sound condition, reasonably free from putrescible residue. Containers must be constructed of heavy metal, or other durable material, and must be watertight and well painted. Wheels, forklift slots and other appurtenances which are designed for movement, loading, or unloading of the container, must be maintained in reasonably good repair. Upon request, Company will clean or replace Bins once each year at no charge to Customer or City. Customers may request additional cleanings at a rate not to exceed the rate set forth in the Rate Schedule. Company must remove graffiti from any container within five Business Days of request by City or Customers. All Bins provided under this Agreement shall remain the property of Company at all times.

3.7.9.2 Company must identify the Bin or Bins that are assigned to each Customer using a method that is acceptable to City. Each container must be labeled with a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste."

3.7.10 Roll-off Boxes. Company must provide clean Roll-off Boxes, free from graffiti and equipped with reflectors. Company must properly cover all open Roll-off Boxes

during transport to and from the Disposal Site. All Roll-off Boxes provided under this Agreement shall remain the property of Company at all times.

3.7.11 Litter Abatement

3.7.11.1 Minimization of Spills. Company must use due care to prevent Solid Waste or fluids from leaking or being spilled or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Company must promptly clean up those materials. Each collection vehicle must carry absorbent material, a broom and a shovel at all times for this purpose. Company may not, without City's prior written consent, transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

3.7.11.2 Cleanup. During the Collection or transportation process, Company must clean up litter that results from Company actions. Company must identify instances of repeated spillage caused by Customers and leave a red tag with Customer indicating the repeated instances of spillage and notice that any subsequent instance of spillage is a violation of the Municipal Code, and must report all such instances to the City Manager in writing.

3.7.12 Personnel

3.7.12.1 Qualified Drivers. Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

3.7.12.2 Hazardous Waste Employee Training. Company shall establish and vigorously enforce an educational program which will train Company's employees in the identification of Hazardous Waste. Company's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly direct such Hazardous Wastes to any Facility not specifically licensed to accept and handle Hazardous Waste and alerted to its presence.

3.7.12.3 Customer Courtesy. Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all

employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

3.7.12.4 Compliance with Local Laws. Company and its employees shall comply with all local laws when conducting business in the City. No smoking is allowed within vehicles, and all smoking materials that are allowed shall be properly disposed of; no smoking materials or other trash shall be discarded in any location except approved trash or recycling containers. Employees and subcontractors shall comply with all other laws or regulations pertaining to franchisees or the public generally.

3.7.12.5 Unauthorized Material Removal. Company shall dismiss or discipline employees who remove documents or any other material from containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

3.7.12.6 Training. All Employees shall be properly trained by Company for the safe and satisfactory performance of their respective roles, functions, tasks and duties.

3.7.13 Identification Required.

Company must provide its employees and subcontractors with identification for all individuals who may have personal contact with Accounts in the City. City may require Company to notify Customers annually of the form of that identification. Company must provide a list of current employees and subcontractors to the City Manager upon request.

City reserves the right to conduct through law enforcement agencies, a security and identification check of Company and its present and future employees, in accordance with accepted procedures established by City.

3.7.14 Fees and Gratuities.

Company may not, nor may it permit any agent, employee, or subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the collection, transportation, processing, or Disposal of Solid Waste other than Company compensation that is normally paid.

3.7.15 Non-Discrimination.

Company may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of gender, gender identity or expression, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical or mental disability, medical condition, marital status, military or veteran status, sexual orientation or age in violation of any applicable federal or state law.

3.7.16 Coordination with Street Sweeping Services.

City and Company will cooperate in coordinating route schedules with Company's street sweeping subcontractor. If needed, Company agrees to work with City to resolve conflicts with street sweeping schedules, to avoid street sweeping and Solid Waste pick-ups from occurring on the same day.

3.7.17 Change in Collection Schedule.

Company must notify City 45 days prior to, and Customers not later than 14 days prior to, any change in collection operations that results in a change in the day on which Collection occurs. Company shall not cause any Customer to be without service for more than seven calendar days in connection with a collection schedule change. City's written approval of any change in the collection schedule is required prior to such change. This approval shall not be unreasonably withheld.

Any changes in the route map or collection schedule require the prior written approval of the City Manager. City may require changes in the route map or collection schedule to improve service, to resolve Complaints, or for other reasons. Route maps are to be submitted with the annual report required by Section 6.3.3.

3.7.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.

Company must direct its drivers to note the addresses of any premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection, and the address or other location description at which Solid Waste has been dumped in an apparently unauthorized manner. Company must deliver the address or description to City within five Business Days of such observation. Company shall cooperate with City in the investigation and prosecution of any violations of the Municipal Code.

3.8 Disaster and Emergency Service.

3.8.1 Preparedness

Upon request, Company shall provide its management expertise and contribute to City's emergency preparedness planning efforts.

3.8.2 Disaster and Emergency Service

A. In the event of an emergency or natural disaster, and when requested by the City Manager, Company shall provide City with the equipment and labor required to collect, cleanup and remove debris resulting from the emergency or natural disaster. Company shall use commercially reasonable efforts to dispatch the requested equipment and labor to City as promptly as practicable following the written request by the City Manager. City will be given equal priority and access to resources as with other Company franchise jurisdictions.

B. Notwithstanding any other provision of this Agreement or the Municipal Code, Company agrees that, in the event that Company is unable to respond within the time period requested by City for Collection, cleanup and removal of debris resulting from an emergency or natural disaster, City shall have the right to engage other persons, firms, and entities to Collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the earlier of the date such Collection, cleanup and removal is complete or 30 days following the original request from City.

C. At the time when Company's work may continue following a natural disaster, Company will cooperate with City to prepare and implement a disaster recovery plan. This plan shall identify Company's plans for maximizing the amount of Recyclable Materials diverted from the waste and debris created by the disaster and to identify and secure Disposal Sites and capacity for such waste.

D. City shall pay Company for the services provided in paragraphs A and C above, at rates not to exceed the rates set forth in the Rate Schedule. Company's requests for payment for these services shall be accompanied by a full accounting of the labor hours, vehicle usage, Disposal costs and any other costs incurred by Company for which Company is seeking payment. City reserves the right to audit Company's books and records to ascertain the accuracy of Company's costs.

3.8.3 Additional Costs

If the emergency or disaster requires Company to rent additional equipment, employ additional personnel or work existing personnel overtime to collect additional Solid Waste resulting from the event, Company shall receive additional compensation above its normal compensation provided for in this Agreement, to reimburse Company for its additional costs. Company's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Company to collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Company based on the rates shown in the Rate Schedule. Prior to incurring any such additional costs, Company shall obtain City's written authorization to incur such costs.

3.8.4 City Wide Effort to Manage Disaster Debris

In the event that City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster related Solid Waste on a citywide basis, Company shall provide City with its management expertise, including a dedicated full-time Recycling coordinator with the background, knowledge and capability to assist in such an effort. Company shall provide this individual at no additional cost to City.

3.9 Transportation of Solid Waste

Company must transport all Solid Waste collected in City to a properly permitted transfer station, MRF, transformation facility or Disposal Site selected by Company, as designated in Section 3.11. Company agrees to make all reasonable efforts to divert single stream Recyclable Materials, source-separated Recyclable Materials, and Organic Waste from landfill Disposal.

Company must maintain complete, accurate, and up-to-date records of the quantities of Solid Waste transported to the transfer station, MRF, transformation facility, Processing facility or Disposal Site and must cooperate with City in any audits or investigations of those quantities.

3.10 Solid Waste Disposal Guarantee

Company shall dispose of Solid Waste collected, but not sent to a Processing facility, at a Disposal Site selected by Company. Company guarantees that it will provide or arrange for sufficient capacity to dispose of Solid Waste collected in City during the term, either at a permitted Disposal Site owned and operated by Company or an Affiliate, or through arrangements with a third party Disposal Site. Company must ensure that all Solid Waste collected but not sent to a processing facility is disposed of at a permitted Disposal Site.

3.11 Disposal of Solid Waste and Processing Facilities

3.11.1 Designated Disposal Sites

Company has designated the Shafter/Wasco Landfill as the Designated Disposal Site. Company covenants that the Shafter/Wasco Landfill is properly permitted, is classified as a Class 3 landfill (permitted to receive only nonhazardous Solid Waste), is not on or being considered for inclusion on a state or federal Superfund list, or CalRecycle list of Solid Waste facilities failing to meet state minimum standards, and is in substantial compliance with all required permits. Except as set forth in Sections 3.11.2 and 3.11.3, Company shall dispose of all Solid Waste collected in the City at the Designated Disposal Site at Company's expense and in accordance with all Applicable Law. Company shall notify City if changes in the Designated Disposal Site are made and the change shall be subject to City's consent, which shall only be withheld if the intended Site does not satisfy the other requirements of this Section.

3.11.2 Designated Recycling Facility

Company has designated the _____ as the Designated Recycling Facility. Company covenants that the Designated Recycling Facility is properly permitted and in substantial compliance with all Applicable Law. Company shall deliver all Recyclable Materials collected in City to the Designated Recycling Facility at Company's expense and in accordance with all Applicable Law. Company shall use best efforts to ensure that, after Processing, residue material does not exceed the amount permitted by Applicable Law. Company shall use commercially reasonable efforts to ensure that Recyclable Materials are used in a manner that is classified as Diversion. Company shall notify City if changes in the Designated Recycling Facility designation are made and the change shall be subject to the City's consent, which shall only be withheld if the intended Facility does not satisfy the other requirements of this Section.

3.11.3 Designated Organic Waste Facility

Company has designated the Kochergen Farms ^{& KCPW-Shafter/Wasco Landfil} as the Designated Organic Waste Facility. Company covenants that the Kochergen Farms Composting ^{& KCPW-Shafter/Wasco Landfil} is properly permitted to receive Organic Waste and is in compliance with all Applicable Law. Company shall deliver all Organic Waste collected in the City to the Designated Organic Waste Facility for processing. If any such delivery to the Designated Organic Waste Facility would not result in City receiving credit in calculating its Diversion rate for having diverted the Organic Waste from Disposal in a landfill or transformation facility, another facility may be selected. Company shall use best efforts to ensure that Organic Waste is processed and used in a manner that is classified as Diversion. Company shall notify City if changes in the Designated Organic Waste Facility are made and the change shall be subject to the City's consent, which shall only be withheld if the intended Facility does not satisfy the other requirements of this Section.

3.11.4 Facility Requirements

Company shall use best efforts to ensure that the Designated Disposal Site, Designated Recycling Facility and Designated Organic Waste Facility are properly permitted and in substantial compliance with Applicable Law at all times during the term of this Agreement. Company shall immediately inform the City Manager in writing in the event of any non-compliance. In the event that any selected Site or Facility is found to have lost its permit(s) to operate or found not to be in substantial compliance with Applicable Law, Company shall select a different Site or Facility pursuant to Sections 3.11.1, 3.11.2, or 3.11.3, as applicable.

3.12 Annual Route Audit

At least once annually and at no cost to City, Company must conduct an audit of its collection routes in the City. The annual route audit must be prepared in form and content acceptable to the City Manager and must include the truck identity,

number of accounts serviced, number and size of containers and the weight of the Solid Waste delivered to each of the Designated Disposal Site, Recycling Facility or Organic Waste Facility. Results of the annual route audit will be available for review by City.

3.13 Service Exceptions; Hazardous Waste Notifications

3.13.1 Failure to Collect.

When Solid Waste is not collected from any Account, Company must notify the Customer in writing at the time Collection is not made through the use of a "tag" or otherwise, of the reason(s) why Collection was not made.

3.13.2 Hazardous Waste Inspection and Reporting.

Company reserves the right to inspect Refuse, Recyclable Materials and Green/Organic Waste containers that are put out for Collection and to reject Refuse, Recyclable Materials and Green/Organic Waste that is observed to be contaminated with Hazardous Waste. Company has the right not to collect Hazardous Waste put out with Refuse, Recyclable Materials or Green/Organic Waste. Company must notify all agencies having jurisdiction, including the California Department of Toxic Substances Control, Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Waste that are found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if any substances are observed that Company's employees reasonably believe or suspect to contain Hazardous Waste and that have been unlawfully disposed of or released on any City property, including storm drains, streets or other public rights-of-way, Company will immediately notify the City Manager orally and in writing, including e-mail.

3.13.3 Hazardous Waste Diversion Records.

Company must maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently collected from Customers within the City but diverted from landfilling.

ARTICLE 4. OTHER SERVICES

4.1 Service Description

Company must, within 15 days prior to the effective date of a rate change, or within 15 days prior to July 1 of any year in which no rate change will occur, prepare and distribute, subject to the direction of City, a notice to each Account setting forth the rates charged to the Customer, annual Holiday schedule, Recycling programs offered and a general summary of services required to be provided under this Agreement and optional services that may be furnished by Company. This notice shall be in a form that is subject to the approval of the City Manager prior to its

distribution. The notice may be included with Billings by City, if City, in its sole discretion, agrees to do so. The notice may also be included as part of Company's public education plan described in subsection 4.3.1.

4.2 Customer Service

4.2.1 Office Hours

Company must establish and maintain a local business office within Kern County. Office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding Holidays. A responsible and qualified representative of Company must be available at the office during business hours for communication with the public. Normal office hour telephone numbers must be a locally toll free call. Company's telephone system must be adequate to handle the volume of calls typically experienced on the busiest days. Company must also maintain a locally toll-free telephone number for use during other than normal business hours. Company must have a customer service representative or a message service available at the after-hours telephone number. After-hours calls must be responded to during the next Business Day.

Company must provide City staff with the phone number of a Company representative who may be reached 24 hours a day, seven days a week, at a location and number readily accessible to City representatives.

4.2.2 Website

Company's website must contain current relevant service and contact information.

4.2.3 Missed Pick-ups

1. Cart Service. When notified of a missed pick-up prior to 12:00 noon on a Business Day, Company must Collect the Refuse, Recyclable Materials and/or Green Waste that same day. If notified after 12:00 noon, Company shall make the Collection no later than the next Business Day.

2. Bin and Roll-off Service. When notified of a missed pick-up prior to 12:00 noon on a Business Day, Company must Collect the Refuse, Recyclable Materials and/or Organic Waste that same day, except in cases where access to containers is blocked on the Customer's property. Otherwise, Company shall make the Collection no later than the next Business Day.

4.2.4 Complaint Documentation

All service Complaints must be directed to Company. Daily logs of Complaints concerning Collection must be retained for a minimum of 24 months and must be available to City at all times upon request.

Company must log all Complaints received by telephone. This log must include the date and time the Complaint was received; name, address and telephone number of caller; brief description of the Complaint; employee recording the Complaint and any action taken by Company to respond to and remedy the Complaint. All written Customer Complaints and inquiries must be date-stamped when received. All Complaints must be initially responded to within one Business Day of receipt. Company must log action taken by Company to respond to and remedy all Complaints.

All complaint records and/or Customer service records and logs kept by Company will be retained for a minimum of 24 months and must be made available to City upon written request and at no cost to City. With 24 hours' notice, City shall, at any time during regular Company business hours, have access to Company's customer service department for purposes that may include monitoring the quality of customer service or researching Customer Complaints.

4.2.5 Resolution of Customer Complaints

Disputes between Company and its Customers regarding the services provided under this Agreement, including billing disputes for those services, may be referred to the City Manager. The decision of the City Manager shall be final and binding.

Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this Section is intended to affect the remedies of third parties against Company.

4.2.6 Government Liaison

Company must designate in writing a "Government Liaison" who will be responsible for working with City's designated representatives to resolve Customer Complaints. City has the right to approve Company's choice of liaison.

4.3 Education and Public Awareness

4.3.1 General

Company acknowledges that education and public awareness are essential elements of efforts to achieve the Act's Diversion requirements. Accordingly, Company will implement a public education program to expand public and Customer awareness concerning the necessity for methods of reducing, reusing and Recycling Solid Waste. The public education program shall include information regarding City's Diversion goals, Recycling and Green and Organic Waste Diversion programs and shall utilize its website for this purpose. Company shall provide and make available the "Annual Guide to Solid Waste and Recycling", as required by subsection 4.3.2 to be posted on Company and City websites. Company may also utilize other methods and additional promotional activities such as school assemblies, Chamber of Commerce or other local activities and events to achieve the goals of the public education program. Company must cooperate

fully with City in this regard. Company must submit the public education program for written approval by the City Manager no later than 15 days following the Operative Date. All materials subject to public distribution shall be subject to review and approval by City prior to release and shall be available in both English and Spanish. Any change to the public education program must be approved in writing by the City Manager.

4.3.2 Annual Guide to Solid Waste and Recycling

Within 45 days of the Effective Date of this Agreement and thereafter in the first billing cycle of each calendar year, Company will print in full color and insert a double-sided letter-size "Annual Guide to Solid Waste and Recycling" and mail it to all Customers. The Annual Guide requires the prior approval of the City Manager. Company shall also make the "Annual Guide to Solid Waste and Recycling" available electronically for all Customers who receive their billing statements electronically. The Annual Guide shall be printed in both English and Spanish.

4.3.3 Community Events

In addition to the two City-wide cleanup events described in Section 3.5.3, Company will participate in and promote Recycling and other Diversion techniques at the following community events and designated local activities: New Year event, Christmas event, one Yearly event, Cinco de Mayo event, Fourth of July event, McFarland Marathon. This participation would normally include providing, at no cost to City, Collection of Solid Waste at the event and providing, providing Bins and Carts as requested by City, and staffing a booth for the provision of educational information promoting the goals of City's Solid Waste Diversion and Recycling program.

4.4 Waste Generation/Characterization Studies

Company acknowledges that City may be required periodically to perform Solid Waste generation and Diversion characterization studies to comply with the Act or other waste Diversion requirements. Company agrees to participate and to cooperate with City and its agents in the preparation of these studies at no additional cost to City. Any cost of creating a waste characterization study or audit using an outside vendor (if requested by City) shall be negotiated between the Parties at the time of retention of the outside vendor.

ARTICLE 5.

COMPANY COMPENSATION, RATES, AND FEES; BILLING

5.1 General

The compensation provided for in this Article 5, and any related Exhibits to this Agreement, shall be the full compensation due to Company under this Agreement for all labor, equipment, materials, supplies, taxes, insurance, bonds, overhead,

Diversion, transfer, profit and all other things necessary to perform all services required by this Agreement.

Company shall perform the duties described in this Agreement in consideration of the right to receive compensation for such services rendered at no more than the rates approved by City.

5.2 Compensation to Company

The initial rates for services provided pursuant to this Agreement shall be those rates set forth in Exhibit 1. The compensation paid to Company for services rendered from the Operative Date shall not exceed the rates set forth in Exhibit 1 unless otherwise provided for herein or in a written amendment to this Agreement, or adjusted pursuant to Section 5.3. Unless and until the rates set forth in Exhibit 1 are adjusted, Company shall provide the services required by this Agreement charging the rates and fees authorized by Exhibit 1 except as provided herein.

5.3 Future Adjustments

5.3.1 Annual Rate Adjustment

Beginning July 1, 2020 and on each July 1 thereafter, the rates set forth in Exhibit 1 including all of Company's ancillary fees and charges set forth in Exhibit 1 or otherwise in this Agreement, shall be adjusted as set forth below. All requests for rate adjustments shall be submitted by Company to the City Manager, or his or her designee, by or before May 15 of each year, beginning May 15, 2020. Failure of Company to request an increase in the rates pursuant to this subsection 5.3.1 in any year shall result in Company waiving its right to escalate the rates for that year. The request for rate adjustment shall be accompanied by all data and documentation necessary to evaluate the request as reasonably determined by the City Manager. The City Manager shall review the information submitted by Company for completeness and accuracy and the Parties agree to negotiate in good faith regarding any dispute. No rate adjustment shall become effective unless approved by the City Council.

5.3.2 Annual Consumer Price Index Adjustment.

The rates set forth in Exhibit 1 are subject to escalation beginning July 1, 2020. The rates shall be escalated only if Company is in full and complete compliance with the obligations of this Agreement. Such escalation shall be calculated by computing the percentage change in the CPI index for the most recent twelve (12) month period for which date is available and multiplying the rate to be escalated by one hundred percent (100%) of that percentage change in the CPI, to a maximum of five percent (5%).

"CPI Index" means the chained Consumer Price Index for all Urban Consumers (C-CPI-U) Series ID SUUR0000SA0, U.S. City Average, All-Items, Base Period

December 999=100, published by the United States Department of Labor, Bureau of Labor Statistics.

Company shall deliver to City notification of the rate escalation with supporting data and calculations by May 15 prior to the proposed rate increase becoming effective.

5.4 Extraordinary Adjustment.

In addition to the annual escalation provided in subsection 5.3.2, commencing with the rate year commencing on July 1, 2020, but not more often than annually, Company may apply for an increase in the rates if Company can demonstrate that Company's operational costs have increased in an amount greater than the adjustments made pursuant to subsection 5.3.2. For purposes of this subsection, the determination of whether operational costs increased by an amount greater than the adjustments pursuant to subsection 5.3.2 will be calculated based on the full amount of the percentage change in the CPI per subsection 5.3.2, as if the five percent limitation in subsection 5.3.2 was not applied.

For the purpose of this subsection, operational costs shall be defined as: motor vehicle fuel; insurance; Company's personnel costs (salaries and benefits); equipment repair costs; landfill and processing fee; tipping fees; equipment purchases and Recyclable Materials market conditions, including commodity values, transportation costs and materials processing costs for Recyclable Materials to return to the market, and any other cost or expense reasonably related to the performance of services, or any obligation or duty owed, by Company under this Agreement. When applying for an increase, Company shall submit to City information, in writing, in support of the adjustment. Additional factors to be taken into consideration in connection with the adjustment request will include, but are not limited to:

- Overall customer satisfaction with Company.
- Company's satisfactory compliance with all provisions of this Agreement.
- Company's compliance with Solid Waste Diversion requirements as defined and mandated by the State of California and implemented by City.

Company shall submit any and all data requested in the format prescribed by the City Manager. The City Council shall review the information submitted by Company and in its reasonable judgment, make the final determination as to whether an adjustment to the rates will be made; and if an adjustment is permitted, the appropriate amount of the adjustment. City may consider increases or decreases in Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Notwithstanding the preceding sentence (but subject to compliance with Applicable Law), a requested adjustment may not be denied in the case of changed or additional services requested by City, additional reporting required by City, any change in City's Municipal Code affecting

Company's operations or changes in state or local government Solid Waste fees and charges. Any such rate adjustment approved by the City Council shall become effective at a time designated by the City Council. Company shall pay all costs incurred by City in evaluating a request for rate adjustment pursuant to this Section, including costs for legal services and of a third party consultant (if any), regardless of whether or not the rate adjustment is approved. All such costs shall be paid to City within 30 days of an invoice from City.

5.5 Notice of Rate Increase

City shall provide all Customers with advance written notice of rate increases in the form of a mailed notice, at least 15 days' prior to the effective date of such increases, or within a timeframe as may otherwise be required by law.

5.6 Compliance with Applicable Law

All rate increases pursuant to this Agreement are subject to compliance with Applicable Law (which may include Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act). At the City's discretion, if a rate adjustment requested pursuant to this Section is determined by City to be accurately calculated in accordance with this Section and would otherwise have been approved by the City Council but is prevented from implementation due to Applicable Law, then the Parties will work together to resolve the burden of the increased cost or expense by reducing services under this Agreement or by any other means allowable subject to all Applicable Law. If prevention of implementation is due to Prop. 218, then Section 2.14 of this Agreement shall control.

5.7 Customer Billing

5.7.1 Billings to Accounts

1. Residential Cart Service. City shall directly bill all Residential Premises Customers with Cart Service (including any charges for additional services where the rate can be determined in advance) on a monthly basis, 30 days in advance. Customers shall be billed at the rates set forth in the Rate Schedule.

2. Permanent Bin and Commercial Cart Service Customers. City shall bill all Customers with permanent Bin Service or Commercial Premises Customers with Cart Service (including any charges for additional services where the rate can be determined in advance) on a monthly basis, 30 days in advance. Customers shall be billed at the rates set forth in the Rate Schedule.

3. Temporary Services. Company shall bill for temporary services (including for Roll-Off service) and for fees for additional services where the rate cannot be determined in advance. Customers shall be billed at the rates set forth in the Rate Schedule. For established Commercial accounts, Company shall Bill monthly, no

sooner than the first day of service, and require payment no sooner than 30 days from the start of the service period.

4. For Customers without an established, on-going service account, Company will accept major credit cards for payment. Such Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five Business Days of the termination of service.

5.7.2 Form of Company Billings

All Company issued Bills must include service description, including container size, frequency of service, any special services (such as locking lid service), and period billed for. Prior City approval of Company Bills as to content and format of invoice is required. All Bills must carry a due date, not "due upon receipt." Bills will not separately itemize City fees, surcharges, disposal components or other breakdown of rates without advance written approval from City. Bills shall include Company's telephone number for Billing and service inquiries.

5.8 Payment to Company

City shall remit to Company the Adjusted Monthly Payment monthly, on or before the fifth day of each month. For purposes of this Section, the following definitions apply:

"Monthly Payment" shall mean all monthly Gross Receipts received by the City within 35 days of the date the City's Water Department bills the Customers for Solid Waste Handling Services, plus any late payments received from Customers for prior Billings that were not yet included in a Monthly Payment.

"Adjusted Monthly Payment" shall mean the Monthly Payment less City's Franchise Fees (Section 5.6), any liquidated damages that have been assessed per Section 8.2, and any other deductions authorized by this Agreement.

5.9 Franchise Fee

5.9.1 Franchise Fee Amount

Company shall pay to City a Franchise Fee of ten percent (10%) of Gross Receipts for Recyclable Materials and Organic Waste services, and five percent (5%) of Gross Receipts for all other Solid Waste handling services.

5.9.2 Franchise Fee Remittance

1. The Franchise Fee shall be deducted by City from Gross Receipts collected by City pursuant to paragraphs 1 and 2 of Section 5.4.1, prior to remittance of the Adjusted Monthly Payment to Company.

2. The Franchise Fee derived from all Gross Receipts received by Company that are not first collected by City pursuant to paragraphs 1 and 2 of Section 5.4.1 shall be payable by Company to City, on a monthly basis, no later than the 15th day of the month following receipt of the Gross Receipts. Should the 15th day fall on a Saturday, Sunday, or holiday, payment shall be due on the next Business Day. Each such payment shall be accompanied by an accounting form, in a format acceptable to the City Manager that sets forth Company's Gross Receipts from Company Billings for the preceding calendar month. The accounting form shall be signed by an officer of Company, and shall include the following statement: "I hereby certify under penalty of perjury that the above information is correct and the fee calculations are true to the best of my knowledge". Fees not received by City by the date due shall be subject to a late fee of \$500.00 and liquidated damages in an amount equal to two percent of the total amount due if fees are one through ten days late; and ten percent of the total amount due if fees are more than ten days late, except to the extent that such lateness is due to extenuating circumstances.

In the event this Agreement is terminated, the balance due of any unpaid Franchise Fees shall be paid within 30 days after the date services are terminated.

5.9.3 Disputes Regarding Franchise Fee Remittances

No acceptance of any payment by City of the Franchise Fee shall be construed as an accord that the amount is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Company for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a fee underpayment, Company shall pay to City the amount of the underpayment within ten days of receipt of written notice from City. In addition, Company shall pay the late fee and liquidated damages on any underpayment as provided in subsection 5.6.2. Such interest shall commence accruing on the date the underpayment would have originally been due. Further, if, after audit, such recomputation indicates a Franchise Fee underpayment of more than two and one-half percent, Company shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten days of receipt of written notice from City. If, after audit, such recomputation indicates a Franchise Fee overpayment, City shall notify Company in writing of the amount of the overpayment. Company may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein. In case of dispute between City and Company regarding any amounts due, Company shall pay the amount claimed by City as due and notify City in writing at the time of payment as to any portion that is paid under protest specifying the basis of its claim of overpayment.

5.10 Grants

From time to time, federal, state or local agencies including City may provide to Company grants to assist in financing qualified programs provided by Company (including, without limitation, grants for Diversion programs and related equipment, alternative fuel vehicles and equipment and Household Hazardous Waste Collection/Disposal). If mutually interested in the specific grant at issue, Company and City shall coordinate grant application and administration efforts as they may arise. Company shall reimburse City for all costs incurred by City in obtaining such grants.

ARTICLE 6. RECORDS, REPORTS AND INFORMATION REQUIREMENTS; PERFORMANCE REVIEW

6.1 General

Company must maintain such accounting, statistical and other records related to its performance under this Agreement as may be necessary to develop the financial statements and other reports required by this Agreement. Company shall also conduct data collection, information and record keeping and reporting activities necessary to comply with Applicable Law and regulations and to meet the reporting and Solid Waste program management needs of City, in particular the reporting obligations imposed by the Act. In this regard, the requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. This Article is intended only to highlight the general nature of records and reports and does not define precisely what records and reports are to be submitted or their content. Upon the written direction of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of this Agreement must be adjusted in number, format or frequency.

6.2 Records

6.2.1 General

Company must maintain records required to conduct its operations, to support requests it may make to City and to respond to requests from City regarding the performance of Company's obligations under this Agreement. Adequate security must be maintained to protect records from events that can reasonably be anticipated, such as a fire, theft or earthquake. Electronically-maintained data and records must be protected and backed up. All records shall be maintained for seven years, and the last seven years of records must be maintained for an additional seven years after the expiration of this Agreement.

The records of Company shall be made available to City and its official representatives during normal business hours. City may review or use any of the records described in this Article for the purposes set forth in Section 6.5.

6.2.2 Solid Waste Service Records

Records relating to the following matters must be maintained by Company for a period of two years:

1. Customer service names and addresses.
2. Routes.
3. Facilities, equipment and personnel.
4. Log of Complaints and actions taken to remedy various issues.
5. Missed pick-ups.
6. Damage to public and/or private property in connection with performed services.
7. Number of Refuse, Recyclable Materials and Green/Organic Waste containers.
8. Tons collected, processed, diverted and disposed of by type of service, waste stream and Customer.
9. Weight of each category of recyclable material recovered at an MRF.
10. Payroll records.
11. Other records as directed by City prior to the expiration of this Agreement.

6.2.3 Disposal Records

Company must maintain records of the Disposal or Processing of all Solid Waste collected in the City during the term of this Agreement, including all extensions. If Company ceases to provide Solid Waste Handling Services to City, Company must submit to the City Manager all records of the Disposal or Processing of Solid Waste collected in the City within 30 days after discontinuing service. These records must be in a chronological and organized form and capable of being readily interpreted.

6.2.4 Other Program Records

Records for other Solid Waste programs and services will be tailored to specific needs. In general, they will include:

1. Plans, tasks, and milestones; and
2. Accomplishments, such as activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

6.3 Reports

6.3.1 Report Formats and Schedule

Records must be maintained in a format that facilitates the use of data contained in them to structure reports, as needed, that can be used, among other things, to:

1. Evaluate the efficiency of operations.
2. Evaluate past and current progress towards achieving the Act's goals and objectives.
3. Determine the needs for adjustments to Solid Waste programs.
4. Evaluate customer service and Complaints.

City will provide sample report formats, but Company may propose report formats that are responsive to the objectives of each report. The format of each report requires approval by City. Company shall submit all reports on thumb drives or DVD, or by electronic means in a format that is compatible with City's software and computers at no additional charge if requested by City. When requested by City, an authorized Company official shall certify, under penalty of perjury, that the report being submitted is true and correct.

Monthly reports must be submitted within 15 calendar days after the end of a month or quarter, as applicable. Should the 15th day fall on a Saturday, Sunday, or Holiday, the report shall be due on the next Business Day. If requested, Company's Complaint summary described in subsection 6.3.3.9, shall be sent to the City Manager within five Business Days of request. Annual reports must be submitted on or before March 31 following the reporting year.

All reports will be submitted to:

City Manager (or designated representative)
City of McFarland
401 W. Kern Avenue
McFarland, California 93250

6.3.2 Monthly Reports

The following information is the minimum required to be reported monthly: Tons of Solid Waste collected by Company for the previous month sorted by type of type of Account (Residential, Commercial, Multi-Family, Roll-offs) and the facilities where the tonnage was processed or disposed.

6.3.3 Annual Report

The annual report shall be submitted in electronic format, shall combine the information contained in the monthly reports and shall also include:

1. Number of Cart Service Accounts service by Company, including the number of Accounts at each service level and the percentage of Accounts participating in the Recycling program and the Green/Organic Waste program.
2. Number of Multi-Family Bin or Roll-off Service Accounts serviced by Company, including the percentage of Accounts participating in the Recycling program and the Green/Organic Waste program.
3. Number of Commercial Accounts serviced by Company, including the percentage of Commercial Accounts participating in the Recycling program and the Green/Organic Waste program.
4. Statement showing kinds of Recyclable Materials collected and the quantity sold (in tons) and/or disposed of.
5. Number of Bulky Waste pick-ups completed.
6. Number of missed collections reported to Company.
7. Copies of promotional and public education materials sent during the preceding quarter.
8. Copies of Hazardous Waste Disposal records showing types and quantities, if any, of Hazardous Waste that was inadvertently collected, but diverted from landfilling.
9. Complaint summary for the year, identifying the nature of Complaints.
10. A complete inventory of equipment used to provide all services (such as vehicles and whether they comply with Kern County Air Pollution Control District and California Air Resources Board requirements, containers by size and the waste stream from each type of container).
11. A list of all Accounts serviced by Company, including service address, billing address and service levels, i.e., number of Carts in service by type of service (Refuse, Recyclable Materials, Green Waste), size (65- or 95-gallon), and additional Cart charges; and for Bins and Roll-off Service, the number and size of containers and type and frequency of service.
12. The Annual Route Audit required under Section 3.12.
13. Disposal records required under subsection 6.2.3.

14. General information about Company, including a list of officers and directors, and the most recent annual report and other periodic public financial reports of Company or Company's parent guarantor (if any).

15. Other information or reports that City may reasonably request.

6.4 Adverse Information

6.4.1 Reporting Adverse Information.

Company must provide to City two copies of all reports, pleadings, applications, notifications, notices of violation or other communications that materially and adversely affect Company's performance of services under this Agreement that are submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies must be submitted to City (i) within three days after receipt by Company, and (ii) simultaneously with Company's filing or submission of such matters to those agencies. Company's routine correspondence to those agencies need not be submitted to City but must be made available to City promptly upon City's written request.

6.4.2 Failure to Report.

The refusal or failure of Company to file any required reports or to provide required information, or the inclusion of any materially false or misleading statement or representation by Company in any required report, will be deemed a material breach of this Agreement and will subject Company to all remedies that are available to City.

6.5 Right to Inspect Records

City has the right to inspect or review specific documents or records that are required under this Agreement and that City, in its reasonable discretion, deems necessary to evaluate annual reports, other periodically requested reports, compensation adjustment applications and Company's performance.

6.6 Periodic Review

City may periodically review Company's performance based on Customer Complaints, timely payment of sums due, statistical reporting, program progress, etc. This review will be conveyed to the City Council and Company may review the report and submit its own statement.

6.7 Performance Review

City, at its sole discretion, may require up to three times during the term of this Agreement, and once during any Extension Period, a performance review. A

qualified firm under contract to City shall perform the performance review. City and Company shall work together to select a mutually agreeable qualified firm to conduct the performance review. In the event the Parties are unable to agree, the decision of the City Manager shall be final and binding.

The costs of the performance review shall be equally shared by Company and City. Notwithstanding the preceding sentence, if the performance review finds a material breach or default in Company's performance, Company shall, in a timely manner, reimburse City the total cost of the performance review within ten days of written demand from City.

The performance review shall address all appropriate areas, including, but not limited to, the following areas and shall provide specific recommendations, as appropriate, for improvement in each area:

1. Compliance with the terms of this Agreement and Applicable Law.
2. Overall organizational structure, management systems and procedures.
3. Efficiency of collection operations, including an analysis of routes, schedules and the impact to Agreement requirements.
4. Staffing practices, including the deployment of management and supervisory personnel.
5. Financial management practices, including Company's billing and collection system and its policies with regard to uncollected Accounts.
6. Personnel management practices, including compensation policies and the resolution of employee grievances.
7. Employee job and safety training and management of Hazardous Waste.
8. Procedures for receiving and resolving Customer Complaints and concerns.
9. Procedures for the acquisition, maintenance, safety check and replacement of equipment.
10. Utilization and management of facilities, equipment and personnel.

Company shall cooperate fully with the performance review, and provide within 30 days of request, all operational, financial and other information deemed reasonable or convenient by City or the firm for purposes of conducting the performance review. Company's failure to cooperate or provide all requested information shall be considered an event of default.

In conjunction with any performance review, City reserves the right to require changes to Company's operations, which City determines to be necessary or

appropriate by reason of the findings or results of the performance review to carry out the intent of the terms and conditions of this Agreement.

ARTICLE 7.
INDEMNIFICATION, INSURANCE AND BONDS

7.1 Indemnification

Company shall indemnify and hold harmless City, its elected and appointed boards, officials, commissions, officers, employees, volunteers, contractors and agents (collectively, "Indemnitees"), from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or in equity of every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Company, its officers, employees, agents, subsidiaries or subcontractors in performing services under this Agreement; (2) the failure of Company, its officers, employees, agents, subsidiaries or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Law (including, without limitation, Environmental Laws), ordinances and regulations or applicable permits and licenses; or (3) the acts of Company, its officers, employees, agents, subsidiaries or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, Environmental Laws). The foregoing indemnity applies regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole or active negligence, willful misconduct, breach of this Agreement or violation of law. Company further agrees to and will, upon demand of City, at Company's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or in equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the events referenced above.

Company, upon demand of City, made by and through the City Attorney, shall protect City and appear and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to, disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material" or the limits of City's authority with respect to the grant of licenses or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or federal or state laws to provide Solid Waste services in the City. This provision shall survive the expiration of the term during which collection services are to be provided under this Agreement. City and Company will confer following any trial to decide jointly whether to appeal or to oppose any appeal. If City and Company jointly agree to appeal, or to oppose any appeal, City and Company will share equally the costs of appeal. Should either City or Company decide to appeal, or to oppose an appeal and the other decides not to appeal, or

to oppose an appeal, the Party that decides to appeal, or to oppose an appeal, will bear all fees and costs of the appeal or the opposition to the appeal. The foregoing obligations will not apply to the extent of City's sole or active negligence, willful misconduct, breach of this Agreement or violation of law.

7.2 Hazardous Substances Indemnification

Company must defend with counsel reasonably acceptable to City, indemnify, protect and hold harmless the Indemnitees from and against all claims, damages (including, but not limited to, special, consequential, natural resources and punitive damages), injuries, costs, (including, without limitation, all response, remediation and removal costs), losses, demands, claims, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including, without limitation, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by or asserted against, the Indemnitees arising from or attributable to the acts or omissions of Company, its officers, directors, employees, subsidiaries or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including, without limitation, Damages arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, Household Hazardous Waste, Solid Waste or other waste that has been generated, collected, stored, transported or disposed of in the City. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607(e); Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify the Indemnitees from liability. This provision is in addition to all other provisions in this Agreement and will survive the end of the term of this Agreement. The liability of Company under this Section is not limited to the limits of the policies of insurance provided for under Section 7.5.

7.3 Reduction of CERCLA and Other Liabilities

City and Company agree to meet annually, at the request of City, to discuss ways to reduce potential CERCLA and other liabilities to third parties.

7.4 Indemnification for Failure to Meet Diversion Requirements

Subject to the requirements of Public Resources Code Section 40059.1, which shall control in the event of any conflict with the provisions of this Section, Company shall indemnify and hold harmless City from and against all fines and penalties imposed by CalRecycle if the source reduction and Recycling goals, or

any other requirements of the Act or similar legislative reenactments, are not met by City with respect to the waste stream Collected under this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Company shall be responsible for engaging consultants and/or attorneys to represent City in any challenge. Company shall also be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (Diversion and Disposal). All consultants and/or attorneys engaged hereunder are subject to the mutual agreement of City and Company.

Company's indemnification of City is subject to all of the following restrictions:

1. Company's obligation to indemnify City shall not be enforceable if the state-imposed penalty is based solely upon the failure of City to establish and maintain a source reduction and recycling element pursuant to the Act, or solely upon any other act, omission, event or occurrence outside the control of Company.
2. No payment required under Company's obligation to indemnify City may exceed that portion of any penalty assessed by the State against City that was attributable to Company's breach of or noncompliance with an express obligation or requirement. Further, Company shall not be liable under the indemnity obligation to the extent that Company's breach or noncompliance resulted from City's action or failure to act, determined as a result of judicial review, hearing or appeal to the CalRecycle.

7.5 Insurance

Company must maintain in force for the term of this Agreement the policies of insurance specified in this Section. City does not waive any rights against Company that it may have under the above-referenced hold harmless provisions because of acceptance by City of the insurance policies, or the deposit with City by Company of the insurance certificates or endorsements described below.

7.5.1 Minimum Scope of Insurance.

Coverage must be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001).
 2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," and endorsement CA 0025.
 3. Workers' Compensation insurance (as required by the Labor Code of the State of California) and Employers Liability insurance.
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7.5.2 Minimum Limits of Insurance.

Company must maintain in force for the term of this Agreement limits no less than:

1. General Liability: Two Million Dollar (\$2,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
4. Pollution Liability: One Million Dollars (\$1,000,000.00) per accident.

7.5.3 Deductibles and Self-Insured Retentions.

In the event that City believes that Company is unable or unwilling to pay any deductibles or self-insured retentions, Company shall procure a bond guaranteeing payment of all losses and expenses of related investigations, claims administration and defense in the amount of those deductibles or self-insured retentions.

7.5.4 Other Insurance Provisions.

The policies must contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages.
 - (a) City and its officers and employees are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; products and completed operations of Company; premises owned, leased or used by Company; and vehicles owned, leased, hired or borrowed by Company. The coverage must contain no limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.
 - (b) The automobile liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

- (c) Company's insurance coverage must be primary insurance with respect to the Indemnitees. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers will be excess of Company's insurance and will not contribute to it.
- (d) Any failure to comply with reporting provisions of the policies will not affect coverage provided to the Indemnitees.
- (e) Coverage must state that Company's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage. The insurer must agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by Company for City pursuant to this Agreement.

3. All Coverages. Each insurance policy required by this Section must be endorsed to state that coverage will not be canceled except after 30 days' prior written notice by certified mail return receipt requested, has been given to City. Further, in addition to the requirements of subsection 7.5.5 below, Company shall provide prompt notice to City upon receipt of a notice of suspension, a reduction in coverage or non-renewal.

4. Acceptability of Insurers. The insurance policies required by this Section must be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Guide of category VII or larger and a rating classification of A- or better.

5. Verification of Coverage. Company must furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at Company's local business office upon prior written notice to Company. Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the term of this Agreement.

6. Companies and Subcontractors. Company must include all other companies and subcontractors performing activities in City as insureds under its policies or furnish separate certificates and endorsements for each other company and subcontractor. All coverages for companies and subcontractors will be subject to all of the requirements stated in this Section.

7.5.5 Required Endorsements.

1. The Workers' Compensation policy must contain an endorsement in substantially the following form:

- (a) "Thirty (30) days' prior written notice by certified mail return receipt requested, will be given to City in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of McFarland
401 W. Kern Avenue
McFarland, California 93250"

2. The General Liability policy must contain endorsements in substantially the following form:

- (a) "Thirty (30) days' prior written notice will be given to City in the event of cancellation of this policy. Such notice will be sent to:

City Manager
City of McFarland
401 W. Kern Avenue
McFarland, California 93250"

- (b) "City, its officers, elective and appointive boards, commissions, employees and agents are additional insureds on this policy."

- (c) "This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only."

- (d) "Inclusion of City as an insured will not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy will protect Company and City in the same manner as though a separate policy had been issued to each, but this will not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company would have been liable if only one party had been named as an insured."

7.5.6 Other Insurance Requirements.

1. Company must comply with all requirements of the insurers issuing policies. The carrying of insurance will not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third party against Company or any company or

subcontractor, on account of any occurrence related to this Agreement, Company must promptly report the facts in writing to the insurance carrier and to City.

2. If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct its cost from any moneys due Company.

7.6 Faithful Performance Bond

7.6.1 Performance Bond Required.

Within 30 days after the Effective Date, but in any event prior to the Operative Date, Company shall deliver to City a performance bond, from an admitted surety insurer with an A.M. Best rating of not less than A-, in the amount of \$100,000.00 substantially in the form provided in Exhibit 3, which secures the faithful performance of this Agreement, including, without limitation, payment of any liquidated damages and the funding of any work to cure a breach of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional, continuously renewed and remain in force during the entire term of this Agreement and for the period specified in subsection 7.6.2, and shall be null and void at the conclusion of that period only if Company promptly and faithfully performs all terms and conditions of this Agreement.

7.6.2 Forfeiture of Performance Bond.

In the event Company shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole City forfeited to City. Upon partial or full forfeiture of the performance bond, Company shall restore the performance bond to its face amount within 30 days of City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of contract.

7.6.3 Duty to Maintain Beyond Service Term.

Some Agreement requirements extend beyond the term and other requirements, such as minimum Diversion rates per Section 3.6, will not be substantiated until after the final service date. Therefore, Company shall not terminate the performance bond and will renew it to ensure continuous availability to City, until receiving a written release from City. Any performance bond will automatically expire at the end of 12 months after the end of the term unless City has notified Company in writing as to a specific contractual area of concern yet to be resolved, instructing Company to retain the bond. Neither permission from City to discontinue holding this bond, nor permitted expiration after 12 months, shall relieve Company of payments to City that may be due, or may become due.

7.6.4 Costs of Collection.

If the performance bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the performance bond called for by this Section, including all attorney's fees and costs, will be paid by Company.

7.7 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Company to public or private property must be promptly repaired or replaced by Company at Company's sole expense, excluding normal wear and tear.

ARTICLE 8. DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

8.1 Administrative Remedies; Imposition of Damages; Termination

8.1.1 Notice of Deficiencies; Response; Appeal

8.1.1.1 Notice of Deficiencies; Response

If the City Manager determines that Company's performance is not in conformity with the provisions of this Agreement, the Act (including, but not limited to, requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement) or any other Applicable Law, the City Manager may advise Company in writing of the deficiencies, specifying the deficiencies in reasonable detail. The City Manager, in any written notification of deficiencies, will set a reasonable time within which Company must respond. Unless the circumstances necessitate correction and response within a shorter period of time, Company must respond to the written notification of deficiencies and complete the correction within 30 days from its receipt of that written notice. Unless the circumstances necessitate correction and response within a shorter period of time, Company may request additional time to correct deficiencies. City may approve reasonable requests for additional time.

8.1.1.2 Review by the City Manager: Notice of Appeal

The City Manager shall review any written response from Company and decide the matter. If the City Manager's decision is adverse to Company, the City Manager may order remedial actions to cure any deficiencies, assess the bond referred to in Section 7.6 or invoke any other remedy in accordance with this Agreement. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, then the City Manager may

recommend to the City Council that this Agreement be terminated. The City Manager must promptly inform Company of the City Manager's decision. If the decision is adverse to Company, the City Manager must inform Company, in writing, of the specific facts found and evidence relied upon the legal basis for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager will be final and binding on Company unless Company files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and the City Attorney) within 30 days of receipt of the City Manager's notification of the adverse decision.

In any "Notice of Appeal," Company must state its factual contentions and include any relevant affidavits, documents, photographs, or videotapes that Company may choose to submit. In addition, Company must include its legal contentions, citing provisions of this Agreement or Applicable Law to support those contentions.

8.1.1.3 Review by the City Manager: Appeal

Within 30 days of receipt by the City Clerk of a "Notice of Appeal," the City Manager will decide the matter. If the City Manager's decision is adverse to Company, the City Manager may order remedial actions to cure any deficiencies, assess the bond provided under Section 7.6, or invoke any other remedy in accordance with this Agreement, except for termination. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, the City Manager may recommend that the City Council terminate this Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with subsections 8.1.2 and 8.1.3. The City Manager must promptly inform Company of the City Manager's decision. If the decision is adverse to Company, the City Manager must inform Company, in writing, of the specific facts found and evidence relied on, the legal basis for the City Manager's decision, and any remedial action taken or ordered.

An adverse decision by the City Manager will be final and binding unless Company files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 30 days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" must state the factual basis and all legal contentions and must include all relevant evidence, including affidavits, documents, photographs, or videotapes that Company may choose to submit.

8.1.2 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Company, the City Council shall set the matter for a hearing and act on the matter. The City Clerk must give Company 14 days' written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A staff report from the City Manager, summarizing the proceedings to date and outlining the City Council's options.
 2. The City Manager's written notification of deficiencies.
 3. Company's response to the notification of deficiencies.
 4. The City Manager's written notification to Company of adverse decision.
 5. Company's "Notice of Appeal".
 6. The City Manager's written notification to Company of adverse decision.
 7. Company's "Notice of Appeal to the City Council".
 8. Public comments.
-
9. Any other evidence presented that the Council deems relevant.

8.1.3 City Council Determination

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld, including any recommended termination of this Agreement. If, based upon the administrative record, the City Council determines that Company's performance is in breach of any term of this Agreement, or violates any provision of any applicable federal, state, or local statute or regulation, the City Council, in the exercise of its discretion, may order Company to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate this Agreement unless it determines that Company is in breach of a material term of this Agreement, or a material provision of any applicable federal, state, or local statute or regulation. Company's performance under this Agreement is not excused during the period of time prior to a final determination as to whether Company's performance is in material breach of this Agreement, or during the period of time set by City for Company to discontinue all or a portion of its service under this Agreement. The decision or order of the City Council shall be final and binding. With the exception of draws on the bond, the execution of City's remedies will be stayed until Company has exhausted its appeals under Sections 8.1.1 and 8.1.2 of this Agreement.

8.1.4 Reservation of Rights by City

City reserves the right to terminate this Agreement, or to impose liquidated damages, temporary suspensions or any other condition deemed appropriate, short of termination, in the event of any material breach of this Agreement, including, but not limited to, any of the following:

1. Fraud or Deceit or Misrepresentation. If Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation to City regarding material information.
2. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.
3. Failure to Maintain Coverage. If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability and/or indemnification coverage required by this Agreement.
4. Violation of Regulations. If Company violates any orders of any regulatory body having jurisdiction over Company or City that have a material impact on Company's performance under this Agreement, provided that Company may contest any such orders by appropriate proceedings conducted in good faith, in which case no breach of this Agreement will be deemed to have occurred until a final decision adverse to Company is entered.
5. Failure to Perform. If Company ceases to provide collection, processing, or Recycling services as required under this Agreement over all or a substantial portion of its franchise area for a period of two consecutive days or more, for any reason within the control of Company, but subject to Section 8.3.
6. Failure to Pay or Provide Information. If Company fails to make any payments required under this Agreement or refuses to provide to City, within ten days of the demand, required information, reports or records in a timely manner.
7. Acts or Omissions. Any other act or omission by Company that has a material effect on Company's performance under this Agreement that violates its terms, conditions or requirements, the Act, Applicable Law (including any Environmental Law), or any law, statute, ordinance, order, directive, rule or regulation issued thereunder and which is not corrected or remedied within the time specified in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company fails to commence to correct or remedy such violation within the time specified in such notice and to thereafter diligently effect such correction or remedy.
8. False or Misleading Statements. Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this

Agreement or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made.

9. Attachment. There is a seizure of, attachment of, or levy on the operating equipment of Company, including without limitation its equipment, maintenance or office facilities, or any part thereof.

10. Failure to Provide Assurance of Performance. If Company fails to provide reasonable assurances of performance as required under Section 8.4.

11. Felonious Conduct. If Company, or any of its officers or directors is found guilty of felonious conduct related to the performance of this Agreement, or of felonious conduct related to antitrust activities, illegal transport or disposal of hazardous or toxic materials, or bribery of public officials related to the performance of this Agreement.

Upon a material breach by Company of this subsection, City has the right to terminate this Agreement without the need for any hearing, suit, or legal action, as follows: (i) upon ten days' notice for any of the events in sub-subsections 1, 2, 8, or 11 above, or if the public health or safety is threatened, or (ii) otherwise upon 30 days' notice and opportunity to cure.

8.1.5 Cumulative Rights

City's rights to terminate this Agreement are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. These rights are in addition to all other legal and equitable rights and remedies that City may have.

Because of the necessity for timely, continuous, and high-quality service, the time required to effect alternative service and the exclusive rights granted by City to Company, the remedy of monetary damages for a material breach of this Agreement by Company is inadequate, and City may be entitled to obtain injunctive relief.

8.2 Liquidated Damages

8.2.1 General.

The Parties agree that, as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that would be incurred by City as a result of a breach by Company of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (1) substantial damage results to members of the public who are denied service or are denied quality or reliable service; (2) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying

degrees of intensity that are incapable of measurement in precise monetary terms; (3) the services provided under this Agreement might be available at substantially lower costs than alternative service, and the monetary loss resulting from denial of service or from denial of quality or reliable service is impossible to calculate in precise monetary terms; and (4) the termination of this Agreement for such breaches and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.

8.2.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards.

The Parties further acknowledge that consistent, reliable Solid Waste Collection service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in awarding the franchise. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it will be impractical and extremely difficult to determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article 8, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and to obtain an explanation of these liquidated damage provisions prior to the execution of this Agreement.

Company
Initial Here

LI

City
Initial Here

[Signature]

Company agrees to pay as liquidated damages, and not as a penalty, the amounts set forth below:

1. Collection Reliability

- (a) For each failure to commence service to a new Account within seven days after order, which exceeds ten such failures annually:
\$150.00
- (b) For each failure to deliver Bins, Carts or Roll-Off Boxes on the day scheduled for delivery that exceeds ten such failures annually:
\$ 50.00

- (c) For each failure to correct a missed pickup within the timing allotted for correction per Section 4.2.3, and for each additional Business Day in which the Collection is not made up, which exceeds ten such failures annually: \$50.00/day
- (d) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two consecutive scheduled pickup days: \$150.00
- (e) For each failure to Collect Solid Waste, which has been properly set out for Collection, from an established Customer account on the scheduled Collection day which exceeds ten such failures annually: \$25.00/pickup

2. Collection Quality

- (a) For each occurrence of damage to private property which exceeds ten such occurrences annually: \$100.00
- (b) For each occurrence of failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place containers upright which exceeds ten such occurrences annually: \$150.00
- (c) For each failure to clean up Solid Waste spilled from Solid Waste containers within 90 minutes that exceeds ten such failures annually: \$150.00
- (d) For each occurrence of Collecting Solid Waste during unauthorized hours (see Section 3.7.1) which exceeds ten such occurrences annually: \$250.00
- (e) For each failure to clean or replace containers in accordance with Section 3.7.7 of this Agreement which exceeds five such failures annually: \$150.00
- (f) For each failure to deliver a temporary Roll-off Box or temporary Bin within 48 hours of a Customer's request: \$50.00

3. Customer Responsiveness

- (a) For each failure to initially respond to a Customer Complaint within one Business Day and for each additional day in which the Complaint is not addressed: \$250.00
- (b) For each failure to notify City within 24 hours from the time Company has remedied a complaint forwarded by City: \$10.00

- (c) For each failure to remove graffiti from containers, or to replace with containers bearing no graffiti, within one Business Day of request from City or Customers: \$75.00
- (d) For each failure to process a claim for damages within 30 days from the date submitted to Company: \$100.00
- (e) For each additional 30-day increment of time in which Company has failed to take good faith actions (in the sole judgment of City) to resolve a claim for damages within 30 days from the claim date: \$100.00

4. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- a) Monthly Reports: \$75.00 per day
- b) Annual Reports: \$150.00 per day

5. Accuracy of Billing Information

- (a) For each failure to notify City within 72 hours of a Customer or service change so that Customer billing records may be updated: \$50.00/occurrence

6. Implementation of Public Education Plan

Each day past the agreed upon deadline that Company fails to perform a task set forth in its public education plan: \$50.00 per day

7. Diversion Efforts

- (a) For every ton of Diversion Company falls below the minimum necessary to meet the Diversion requirement each year per Section 3.6.1, beginning with the first full calendar year 2020, and including any partial calendar year at the end of the term: \$25.00 per ton

8. Cooperation with Service Provider Transition

- (a) For each day routing information requested by City in accordance with Section 9.8 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service : \$500.00/day
 - (b) For each day delivery of keys, access codes, remote controls or other means of access to Solid Waste containers is delayed beyond
-

one day prior to new service provider servicing Customers with access issues, as described in Section 9.8: \$500.00/day

- (c) For delay in not meeting the requirements contained in Sections 3.12 (route audit) and 9.8 (transition requirements) in a timely manner, in addition to the daily liquidated damages for breach under 8a) and 8b) above: \$2,500.00 per occurrence

9. Collection Vehicles

- (a) For each day a vehicle used by Company in the provision of services pursuant to this Agreement does not comply with requirements described in Section 3.7.2: \$50.00 per vehicle per day

10. General Contract Adherence

- (a) For each day that Company fails to provide services required under this Agreement, or comply with terms of this Agreement, five (5) Business Days after receipt of written notification from City that such services are not being provided or terms are not being met: \$100.00 per day

8.2.3 Imposition of Liquidated Damages.

1. City may determine the occurrence of events giving rise to liquidated damages through the observations of its own employees or representatives or through the investigation of Customer Complaints.
2. Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice shall include a brief description of the incident or the event of non-performance. Company may review (and make copies at its own expense) of all non-confidential information in City's possession relating to the incident or the event of non-performance. Company may, within ten days after receiving the notice, request a meeting with the City Manager. Company may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The City Manager shall provide Company with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final, unless appealed to the City Council in accordance with subsection 8.1.2 (any such appeal requires compliance with subsection 8.1.4).

8.2.4 Amount.

City may assess liquidated damages for each calendar day or each event, as appropriate, that Company is determined to be liable.

8.2.5 Timing of Payment.

Company must pay any liquidated damages assessed by City within ten days after they are assessed. If assessed damages are not paid within the ten-day period, City may withhold the assessment amount from the Adjustment Monthly Payment(s) made pursuant to Section 5.4, proceed against the performance bond or order the termination of this Agreement, or exercise any other right or remedy available to City under this Agreement or in law or in equity, or any combination of these remedies.

8.3 Excuse from Performance

8.3.1 Force Majeure.

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action) and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder.

8.3.2 Labor Unrest.

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing or other concerted job action conducted by Company's employees or directed at Company will be considered an excuse from performance to the extent that Company meets the terms of this Section. Notwithstanding other remedies to which City shall be entitled under this Agreement in event of failure to perform, in the event of Company's failure to perform or anticipated failure to perform due to labor unrest, Company shall:

1. Have provided a contingency plan to City within 90 days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval; and Company shall amend the plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to City's satisfaction. The plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.
2. Notify the City Manager 60 days prior to the expiration of its drivers' labor agreement.
3. Meet the requirements agreed to in the contingency plan.
4. Meet requirements of subsection 8.3.3 below.

Company shall meet all requirements under this Section or City may choose to revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 8.1, 8.2 and 8.3, in which case Company is not excused from performance; and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

8.3.3 Procedures in Event of Excused Performance.

The Party claiming excuse from performance under subsection 8.3.1 or 8.3.2 shall, within two days after such party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Throughout service disruption, Company shall:

1. Provide City with a minimum of daily service updates.
2. Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Company shall update its website and shall provide ongoing updates to City for use on its website, and a "reverse 911" contact method to reach all possible Customers. Should enhanced contact technologies become available, Company shall use such methods upon approval from City.

The interruption or discontinuance of Company's services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of ten days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten days' notice. If Company resumes full performance of its obligations prior to the expiration of the ten-day notice period, the notice shall be of no further force or effect.

ARTICLE 9. OTHER AGREEMENTS OF THE PARTIES

9.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City, nor as a partner of or joint venture with City. No employee or agent of Company shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have exclusive control over the manner and means of conducting the Solid Waste Handling Services performed under this Agreement and over all persons performing those services. Company is solely responsible for the acts and omissions of its officers, employees, subsidiaries, subcontractors, Affiliates and agents. Neither Company nor its officers, employees, subsidiaries, subcontractors, Affiliates and agents will obtain

any rights to retirement benefits, Workers' Compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

9.2 Compliance with Law

In providing the services required under this Agreement, Company must at all times, and at its sole cost, comply with all Applicable Laws. City must comply with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies that are now in force and as they may be enacted or amended during the term of this Agreement.

9.3 Governing Law

This Agreement is governed by, and will be construed and enforced in accordance with the laws of the State of California.

9.4 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement will be brought and concluded in the courts of the State of California, which will have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Kern County.

9.5 Assignment

Neither Party may assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party is void, and the attempted assignment will constitute a material breach of this Agreement.

For purposes of this Section and when used in reference to Company, "assignment" includes, but is not limited to: (1) a sale, exchange or other transfer to a third party of substantially all of Company's assets dedicated to service under this Agreement; (2) a sale, exchange or other transfer of outstanding common stock of Company to a third party, provided such sale, exchange or transfer may result in a change of control of Company; (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction that results in a change of ownership or control of Company; (4) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (5) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of a transfer or change of ownership, or change of control of Company. For the purposes of this Section and when used in reference to

Company, "assignment" does not include any interfamilial transfer by inter vivos or testamentary trust.

Company acknowledges that this Agreement involves rendering a vital service to Accounts within the City, and that City has selected Company to perform the specified services based on (1) Company's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion at all times in compliance with applicable Environmental Laws, regulations and the best Solid Waste management practices; and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its reasonable discretion. A request by Company for consent to an assignment will require compliance with the following requirements:

Any application for a change of ownership or a transfer will be made in a manner prescribed by the City Manager and will include any information reasonably required by the City Manager. The written application must include a transfer application fee in the amount of \$35,000.00, to cover the reasonable costs of all direct and indirect administrative expenses of City, including, without limitation, consultants and attorneys necessary to analyze the application. The applicant must pay such transfer fee prior to any authorized change of ownership or franchise transfer becoming effective. Notwithstanding the above, payment of a transfer fee will not be required in the event of an assignment to an Affiliate of Company.

1. The proposed assignee must furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years.
2. Except for an assignment to an Affiliate of Company, the proposed assignee must furnish City with satisfactory proof: (a) that the proposed assignee has at least ten years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Agreement; (b) that in the last five years, the proposed assignee has not received any significant citations from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any material failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations; (c) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (d) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste, including Hazardous Substances; and (e) any other information reasonably

requested by City to ensure that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

3. City shall not be obligated to consider any proposed assignment if Company is in default of this Agreement at any time during the period of consideration.

9.6 Contracting or Subcontracting

Company must not engage any subcontractors for the Collection of Solid Waste from Accounts without the prior written consent of City.

9.7 Binding on Assigns

The provisions of this Agreement will inure to the benefit of and be binding on the permitted assigns of the Parties.

9.8 Transition to the Next Company

If the transition of services to another company occurs by reason of the expiration of the term, default, termination, or otherwise, Company shall cooperate with City and any subsequent solid waste enterprise to assist in an orderly transition that will include, but not be limited to, Company providing route lists and billing information.

The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this Agreement and/or other equitable relief necessary to enforce this Agreement.

Company shall use diligent good faith efforts to provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures, acknowledging that these are the property of the Customer. Company shall be responsible for coordinating transfer immediately after Company's final pick-ups so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of containers and pick-up days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full Business Day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all containers.

9.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to it and their representatives, successors, and permitted assigns.

9.10 Non-Waiver Provision

The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement. Failure of either Party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that Party with regard to an event of nonperformance, whether determined to be a breach, excused performance or unexcused default by the other Party.

9.11 Notice

All notices, demands, requests, proposals, approvals, consents and other communications that this Agreement requires, authorizes or contemplates must be in writing and must either be personally delivered to a representative of the Party at the address set forth below, or be deposited in the United States mail, first class postage prepaid addressed as follows:

If to City:	City Manager City of McFarland 401 W. Kern Avenue McFarland, California 93250
With a copy to:	Thomas F. Schroeter City Attorney 254 H Street Bakersfield, California 93304-2912
If to Company:	Lorenzo Irizarry, CEO R&F Disposal 640 S. Frontage Road McFarland, California 93250
With a copy to:	Jasun Molinelli Hanson Bridgett LLP 1676 N. California Blvd., 6th Floor Walnut Creek, California 94596

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this Section.

Notice will be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

9.12 Representatives of the Parties

As set forth in Section 2.6, the administration of this Agreement by City will be under the supervision and direction of the City Manager.

Company's CEO shall be the responsible officer who will serve as the representative of Company in all matters related to this Agreement. Company must inform City in writing if that designation changes, and of any limitations upon that officer's authority to bind Company. City may rely upon actions taken by that designated representative as actions of Company unless they are outside the scope of the authority delegated by Company as communicated in writing to City.

9.13 City Free to Negotiate with Third Parties

Notwithstanding the exclusive nature of this Agreement, City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste at any time prior to the expiration of the term of this Agreement. Without limiting the generality of the foregoing, but subject to the requirements of Section 2.8, City may solicit proposals from Company and from third parties for the provision of collection services, Disposal services, Recycling services, Organic Waste services and Processing and any combination thereof, and may negotiate and execute agreements for those services that will take effect upon the expiration or earlier termination of this Agreement under Article 8.

9.14 Compliance with Municipal Code

Company must comply with all applicable provisions of the Municipal Code and with all amendments to those provisions during the term of this Agreement.

9.15 Privacy

Company must strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the contents of a Customer's waste stream must not be revealed to any person, governmental unit or private entity unless directed by a court of law, valid search warrant, by statute or upon authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by the Act. This provision does not apply to reports or records provided to City under this Agreement so long as City maintains reports or records with customer identification as confidential information in accordance with this Section.

9.16 Proprietary Information; Public Records

City acknowledges that certain records and reports of Company are proprietary and confidential. Where required by this Agreement, Company is obligated to permit City to inspect its records on demand at Company's offices. City will endeavor to maintain the confidentiality of all proprietary information provided by

Company. Notwithstanding the foregoing, any documents provided by Company to City that are public records and not subject to any exclusion therefrom may be disclosed in accordance with the California Public Records Act.

9.17 Attorneys' Fees

In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorneys' fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement

This Agreement, including the exhibits, constitutes the entire agreement between the Parties with respect to the matters covered; and no verbal agreement or understanding with any officer, agent or employee of City, either before, during, or after the execution of this Agreement will affect or modify any of the obligations herein contained, nor will any such verbal agreement or understanding entitle Company to any additional payment under the terms of this Agreement.

10.2 Article and Section Headings

The article and section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.

10.3 References to Laws and Regulations

All references in this Agreement to laws and regulations will be understood to include existing laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided.

10.4 Interpretation

This Agreement, including the attached exhibits, shall be interpreted and construed reasonably, and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

10.5 Amendments

This Agreement may not be amended in any respect except by a written amendment signed by the Parties; and no verbal agreement or understanding with any officer, agent, or employee of City, either before, during or after the execution of this Agreement will affect or modify any of the obligations herein contained, nor

will any such verbal agreement or understanding entitle Company to any additional payment under the terms of this Agreement.

10.6 Severability

If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including, but not limited to, a change in applicable federal, state or local law, the invalidity or unenforceability of that provision shall not affect any of the remaining provisions of this Agreement, which provisions shall be enforced as if such invalid or unenforceable provision had not been included.

10.7 Exhibits

Each of the exhibits identified in this Agreement is attached hereto and is incorporated by this reference.

10.8 Authority and Effective Date

The persons signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.

This Agreement shall become effective on the Effective Date.

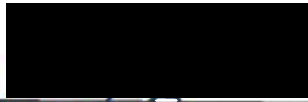
[Signatures to follow on next page.]

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

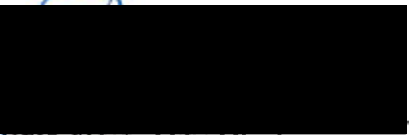
CITY OF MCFARLAND,
a California municipal corporation

R&F Disposal, Inc.,
a California corporation

By: 
Name: Manuel Cantu, Jr.
Title: Mayor

By: 
Name: Lorenzo Inzarry
Title: President

ATTEST:



Claudia Ceja, City Clerk

EXHIBIT 1

**Solid Waste Service Fees
in the City of McFarland**

(Effective July 1, 2019)

CITY FACILITIES

[illegible]

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety on _____, 2020.

(Type name of Principal)

(Type address of Principal)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

CITY ATTORNEY

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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CITY OF MCFARLAND, CA

R&F Disposal, Inc. Assignment Request Supporting Information



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2022 Annual Report
2021 Annual Report
2020 Annual Report

INTRODUCTION LETTER



USA Waste of California, Inc.
9081 Tujunga Ave.
Sun Valley, CA 91352

August 14, 2023

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

RE: Request for Assignment of Solid Waste Collection Franchise Agreement by R&F Disposal, Inc.

Dear Mr. Williams:

We are proud to provide information in support of the request by R&F Disposal, Inc. to assign their solid waste collection franchise agreement with the City of McFarland to USA Waste of California, Inc. (WM), a wholly owned, indirect subsidiary of Waste Management, Inc.

As one of California's leading providers of comprehensive waste management services, WM and its affiliates have decades of experience in providing solid waste collection services to jurisdictions throughout the state, including those in Kern County, where we have successfully operated as a hauler since 2012.

In addition to providing collection services, WM and its affiliates are also leaders in post-consumer materials management, operating thirteen dedicated recycling facilities, including single stream materials recovery facilities (MRFs), construction & demolition (C&D) materials recovery facilities and organics pre-processing and processing facilities in California.

WM's leadership and success is no accident. We are driven by a set of commitments and core values that guides our approach to operating in a safe, ethical, sustainable, and inclusive manner. For these reasons, outside organizations, including Forbes, Fortune, Ethisphere, and Newsweek, have recognized Waste Management, Inc., for achievements in safety, business practices, diversity, and sustainability.

With this assignment and the pending acquisition of R&F's assets, we are excited about the opportunity to invest further in Kern County and serve the residents and businesses of McFarland. Our local team is already hard at work preparing for a seamless transition that continues the City's tradition of providing safe, reliable, high-quality services.



City of McFarland, CA – Assignment Request Supporting Information

Your key WM contact for this assignment review process is Josh Mann. Josh's contact information is as follows:

Josh Mann, Territory Manager
416 N Dennison Road
Tehachapi, CA 93422
(661) 382-7436
Jmann2@wm.com

In closing, we thank you in advance for your thoughtful consideration of R&F's request. With your support and partnership, WM can help the City of McFarland build a more sustainable tomorrow for current and future generations.

Sincerely,



Mike Hammer
President-Southern California Area

SUPPORTING INFORMATION

[9.5 Conditions for Consideration of Assignment]

1. The proposed assignee must furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

As a wholly owned, indirect subsidiary of Waste Management, Inc. (WMI and together with its subsidiaries, the Company), USA Waste of California, Inc. (WM), does not report financial results. All financial reporting is done by WMI. As a publicly traded entity, we are held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2022 was \$19.7 billion, and the Company has an asset base of \$31.4 billion. The Company generates strong and consistent cash flow and has access to an extensive line of credit. Our financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

The Company has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for the Company is characterized as stable.

For details about our financial strength, please refer to the annual reports we are providing for 2022, 2021, and 2020. Additional reporting can be found on our website at investors.wm.com.

WM assures the City of McFarland that it can and will fulfill its obligations:

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- We offer the most extensive network providing waste management services in California, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.

WM's financial strength helps us to continually advance services for all of the customers we serve now and in the future, including the City of McFarland, and we are committed to maintaining that strength.

2. Except for an assignment to an Affiliate of Company, the proposed assignee must furnish City with satisfactory proof:

(a) that the proposed assignee has at least ten years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement;

WM has decades of experience in providing solid waste collection services to jurisdictions throughout California, including the cities of Tehachapi and Fowler, where we have served as an exclusive franchise hauler for residential, commercial, and industrial solid waste, recycling, and organic material collection since 2017 and 2009, respectively.

(b) that in the last five years, the proposed assignee has not received any significant citations from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any material failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations;

WM affirms that it has not suffered any significant citations from any federal, state, or local agency having jurisdiction over its Solid Waste management operations due to any material failure to comply with state, federal or local Environmental Laws and, as such, there is no list of such citations to be provide to the City.

Confidential –Business Proprietary/Trade Secret Information
Not a Public Record – Not to be Disclosed to Public

Franchisee: USA Waste of California, Inc.

Case Name	Matter Description	Court	Case No.	Date	Status
No additional matters to report					

The Assignment requests information regarding the Franchisee. Franchisee and its affiliates own and/or operate hundreds of sites in the State of California. Additionally, some of the information requested is not maintained in Company's databases in a manner that is readily searchable as set forth in the Assignment. This disclosure represents the results of Company's research following a due diligent search of its applicable databases. If the City desires additional information, please advise.

(c) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion;

WM affirms that, at all times, it has conducted its operations in an environmentally safe and conscientious fashion. This is exemplified by our Commitments and Core Values.

Commitments

- **Our People First** – The proud, caring, and resilient members of the WM family are the foundation for our success. We commit to taking care of each other, our customers, our communities, and the environment.
- **Success With Integrity** – Our success is based not only on the results we achieve, but how we achieve them. We commit to being accountable, honest, trustworthy, ethical, and compliant in all we do.

Core Values

- **Inclusion & Diversity** – We embrace and cultivate respect, trust, open communications and diversity of thought and people.
- **Customers** – We place our customers at the center of what we do and aspire to delight them every day.
- **Safety** – We have zero tolerance for unsafe actions and conditions and make safety a value without compromise.
- **Environment** – We are responsible stewards of the environment and champions for sustainability.

Company Awards & Recognitions

Because of our approach, we are widely regarded throughout the industry, the country, the state and locally in all aspects of waste, recycling and organics collection service and materials management. Some examples of recognition for our commitment to excellence in sustainability are listed below:

- **World's Most Admired Companies, 2023** – Fortune collaborates with partner Korn Ferry on this annual survey of corporate reputation by asking executives, directors, and analysts to rate enterprises on nine criteria, from quality of management and products to social responsibility.
- **America's Most Responsible Companies, 2023** – Annually, Newsweek and Statista compile a list of America's Most Responsible Companies across dozens of industries.
- **Best Employers for Diversity, 2023** – Forbes recognized leading employers for its dedication to building a culture that welcomes and supports diverse employees at levels.

- **Barron's 100 Most Sustainable Companies** – Barron's measures companies' commitment to ESG initiatives and named us one of the country's most Sustainable companies.
- **Sector Leader and Sustainability Yearbook Award, S&P Global ESG, 2021** – The Company ranked highest in the industry on the 2021 Dow Jones Sustainability Indices, being named category leader among world's top companies for the fourth consecutive year.
- **100 Best Corporate Citizens for 2021** – 3BL Media recognizes leading companies for outstanding environmental, social and governance transparency and performance.
- **NWRA Organic Recycler of the Year, 2021** – As noted by the National Waste & Recycling Association (NWRA) during the award presentation, our organics recycling program manages more than 3.5 million tons of material annually across 44 organics recycling facilities in the U.S., including 38 mulch and composting operations, four CORE® food waste processing plants, and two new advanced facilities that employ state-of-the-art technologies to extract organics from the waste stream.
- **ASCE MLAB Environmental Engineering Award, 2021** – The American Society of Civil Engineers, Metropolitan Los Angeles Branch, awarded our Sun Valley Recycling Park (SVRP) in Sun Valley, California, its top environmental engineering award.

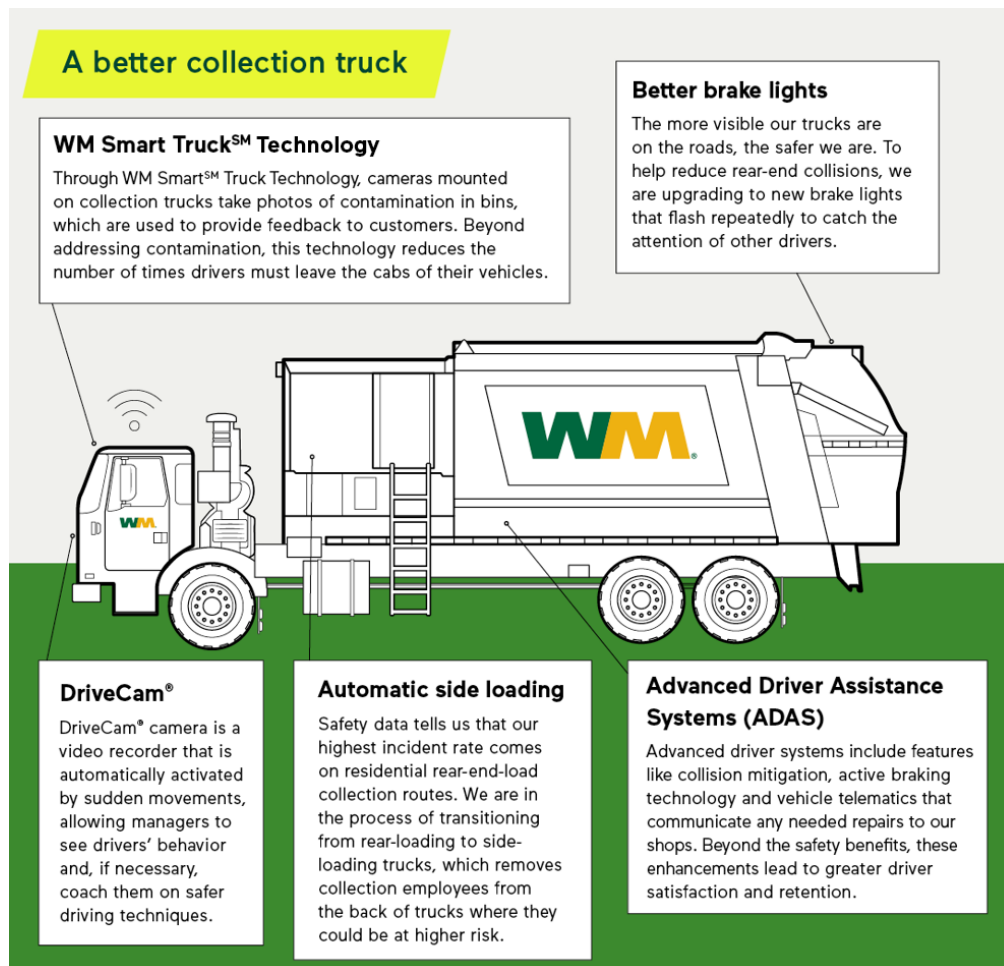


(d) that the proposed assignee conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste, including Hazardous Substances;

WM affirms that it conducts its Solid Waste and Recyclables Materials management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the Collection and Disposal of Solid Waste, including Hazardous Substances. As two examples of these practices, we have outlined unique aspects of our collection fleet and our hazardous waste management protocols.

Advancing Safety Technology with a Better Collection Truck

The Company is investing deeply in technology to keep our drivers and the communities we serve safe. This technology helps reduce fatigue and the potential for incidents. A few features that we are incorporating into our trucks include:



Hazardous Waste Management Protocols

As an industry leader in both safety and materials handling, WM takes its hazardous waste management protocols very seriously. Consistent with Section 2.7, item 9 of the Franchise Agreement between the City of McFarland and R&F Disposal Inc., which specifically excludes the collection hazardous waste, medical waste, and radioactive waste, regardless of its source, our drivers and support staff receive regular training on identifying certain solid and liquid waste materials that we are either prohibited from handling or transporting as a part of our collection services.

Waste materials, such as paint, radiator fluid, pesticides, discarded car batteries, and fluorescent lightbulbs, are a waste type often referred collectively as “household hazardous waste” or HHW and should never knowingly be commingled with or collected on recycling, organic waste, or trash collection routes. WM employees are trained to identify and report containers contaminated with hazardous waste to their route manager and record the contamination in customers’ service history. Customers are notified of the observed hazardous waste and must remove the material before service may be resumed.

Certain HHW materials, such used oil and oil filters, are included within the scope of City’s Agreement with R&F but require separate handling and collection containers. Should these materials be found in customer carts, bins or roll-off boxes, the same protocols as described for HHW would apply.



(e) any other information reasonably requested by City to ensure that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

- (1) Company's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion at all times in compliance with applicable Environmental Laws, regulations and the best Solid Waste management practices; and**
- a. Confirm the company has the skill and reputation to operate in a safe and effective fashion.**
 - b. Confirm company is in compliance with applicable laws**

As one of California's leading providers of solid waste management collection services, WM affirms that it has the skill and reputation to operate in a safe and effective fashion and that it operates in compliance with applicable laws.

- (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered under this Agreement.**
- a. Confirm company has the resources to maintain the equipment.**
 - b. Confirm the company can support the indemnity clause.**

WM affirms that it has the necessary resources, including manpower, equipment, facilities, and resources to fulfill the terms of this Agreement in a timely, safe, and effective manner.

WM also affirms it can support the indemnification requirements as outlined in Article 7 of the Franchise Agreement between the City of McFarland and R&F Disposal Inc.

(3) Details of the acquisition as it relates to the Agreement and requested assignment

WM confirms that it is acquiring 100% of R&F Disposal, Inc.'s assets used in the day-to-day business of servicing the City of McFarland, including its real estate and facility. The transaction is structured as an "asset" purchase, meaning that WM is not purchasing any stock or shares of R&F Disposal Inc. This transaction is not a part of a bankruptcy.



wm.com

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Paul Saldana, Community Development Director

DATE: August 24, 2023

SUBJECT: Report, Discuss, and Possible Approval of Resolution No. 2023-0100 approving the recordation of Final Map (Phase 2) and Subdivision Agreement (Phase 2) with Leora, LLC for Tract 7393.

DISCUSSION:

Leora, LLC, as sub-divider for Tract Map No. 7393 has submitted the Final Tract Map for phase2 for City Council's approval. The City Engineer has reviewed the final map and found it in substantial conformance with the Subdivision Map Act. The City Planner has reviewed the final map and found it in substantial compliance with the approved Tentative Map. The form subdivision agreement created for phase 1 of Tract 7393 is proposed for use for phase 2 and is in accordance with City standards.

FISCAL IMPACT:

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

RECOMMENDATION:

Report, Discuss, and Possible Approval of Resolution No. 2023-0100 approving the recordation of Final Map (Phase 2) and Subdivision Agreement (Phases 2) with Leora, LLC for Tract 7214.. Approval is contingent upon the receipt of required improvement bonds, subdivision guarantee and improvement agreement authorizing the city clerk to endorse the final map and authorizing the City Engineer to transmit same to the county clerk's office.

ATTACHMENTS:

- I. Resolution NO. 2023-0100
- II. Tract 7393, Phase 2
- III. Improvement Agreement

RESOLUTION No. 2023-0100

A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7393 PHASE 2, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE.

WHEREAS, Leora, LLC, as Sub-divider for Tract Map No. 7393, has submitted the Final Map for Tract Map No. 7393 Phase 2 in the City of McFarland; and

WHEREAS, the Tentative Tract Map No. 7393 Phase 2 was approved by the City of McFarland, subject to certain conditions; and

WHEREAS, the Sub-divider has submitted the required Final Map for Tract Map No. 7393 Phase 2 and it has been approved by the City Engineer and City Planner; and

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

- 1.) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2.) The City Council approves the Final Maps for Tract Map No. 7393 Phase 2.
- 3.) The City Council approves the recordation of Final Map, contingent upon the receipt of required improvement bonds and subdivision guarantee with final certification.
- 4.) The City Council authorizes the City Clerk to endorse the Final Map for Tract Map 7393 Phase 2.
- 5.) The City Council authorizes the City Engineer to transmit the Final Map to the County Clerk's Office for recordation.
- 6.) The City Clerk shall certify to the passage and adoption of this resolution.
- 7.) This resolution is effective immediately.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of McFarland on the 24th day of August 2023.

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
Amador Ayon				
Maria T. Perez				

Saul Ayon, Mayor

City of McFarland, California

ATTEST:

Francisca Alvarado, City Clerk
City of McFarland, California

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

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

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION REFERENCE DATA

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

BASED ON VESTING TENTATIVE TRACT MAP NO. 7393

NAME OR TRACT NUMBER OF SUBDIVISION: TRACT 7393
("Subdivision" herein)

LEGAL DESCRIPTION OF PROPERTY: See Exhibit A — Legal Description of Property (the "Property" herein) located at 060-090-29

NAME AND ADDRESS OF SUBDIVIDER: Leora, LLC
6501 Fruitvale Avenue
Bakersfield CA 93308

CITY COUNCIL RESOLUTION OF APPROVAL NO.: Resolution No. _____ ("Resolution of Approval" herein)

IMPROVEMENT PLANS: Tract 7393 Grading Plan
Tract 7393 Sewer / Storm Drain Plans
Tract 7393 Street Improvements Plans
Tract 7393 Water Plans

(hereinafter "Improvement Plans," which include all Subdivision specifications.)

IMPROVEMENTS: See Exhibit B — Schedule of Improvements and Section 1.A below

ESTIMATED TOTAL COSTS OF PERFORMANCE \$ _____
IMPROVEMENTS: PAYMENT \$ _____
WARRANTY \$ _____
(hereinafter "Estimated Total Costs")

FORM OF IMPROVEMENT SECURITY: ☒ Surety Bonds
☐ Deposit of Money
☐ Other: _____

NAME AND ADDRESS OF SURETY: CHICAGO TITLE INSURANCE COMPANY

SURETY BOND NUMBERS: _____

EFFECTIVE DATE OF AGREEMENT: _____

COMPLETION PERIOD: All Improvements of Subdivision shall be completed within one year from the Effective Date of the Agreement (hereinafter, "Completion Period").

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

RECITALS

A. Subdivider has presented to the City for approval and recordation the Final Map for Phase 2 of the Subdivision, as identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City’s ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the “Subdivision Laws”).

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

2. SOILS TESTING AND REPORT

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

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

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

3. SPECIFICATIONS FOR IMPROVEMENTS

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

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

4. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

6. TIME EXTENSIONS

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

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

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

7. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Provisions Pertaining to Insurance Provided by Subdivider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. OWNERSHIP OF THE IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. RELATIONSHIP OF THE PARTIES

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

14. ASSIGNMENT

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

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

15. NOTICES

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

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

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

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

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

16. ENTIRE AGREEMENT

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

17. SEVERABILITY

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

18. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

19. GOVERNING LAW; VENUE

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

20. COUNTERPARTS

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

21. LIENS

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

22. EFFECTIVE DATE OF THE AGREEMENT

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

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

LEORA, LLC "SUBDIVIDER"

By: _____

Its: _____

Date: _____

"CITY"
CITY OF MCFARLAND

By: _____
Saul Ayon, Mayor

ATTEST:

By: _____
Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

By: _____
Nathan Hodges, City Attorney

INSERT NOTARY

EXHIBIT A

LEGAL DESCRIPTION

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

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

Excepting therefrom the following described parcel of land.

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

APN: 060-090-29-00-0

EXHIBIT B
SCHEDULE OF IMPROVEMENTS FOR
FINAL TRACT MAP NO. 22-002

**CATEGORIES
OF
IMPROVEMENTS**

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

EXHIBIT C

Form of Improvement Securities
Surety Bond

TRACT MAP NO. 7393 - PHASE 2

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

OWNER'S STATEMENT

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

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 56 THROUGH 97 DESIGNATED AS "10 FOOT PUBLIC UTILITIES EASEMENT" AS SHOWN UPON SAID MAP, WITHIN SAID SUBDIVISION.

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

WE ALSO HEREBY GRANT TO THE CITY OF McFARLAND, AN ADDITIONAL OFFER OF DEDICATION FOR A 10 FOOT WIDE PEDESTRIAN ACCESS OVER AND ACROSS LOTS 78 AND 79, AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

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

FOR SUCH A TIME THAT GARZOLI AVENUE (COUNTY ROAD NO. 152) REMAINS A PUBLIC ROAD, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 78 AND LOT 79, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO DIRECT ACCESS WHATSOEVER TO SAID ROAD.

LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MICHAEL F. HAIR JR., MANAGING MEMBER _____ DATE _____

NOTARY'S STATEMENT

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

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME _____

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

MY COMMISSION EXPIRES: _____

42 BUILDABLE LOTS

8.26 ACRES GROSS

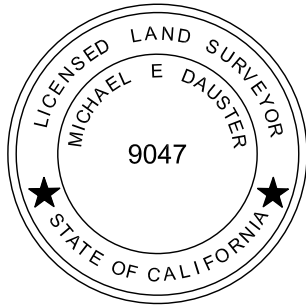
CITY CLERKS STATEMENT

IT IS HEREBY ORDERED THAT TRACT MAP NO. 7393 PHASE 2, BE, AND THE SAME IS HEREBY APPROVED, THAT THE STREETS, ACCESS RIGHTS, AND OTHER EASEMENTS SHOWN UPON THIS MAP ARE AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, WE, THE CITY COUNCIL HEREBY WAIVES THE REQUIREMENT OF THE SIGNATURE(S) OF THE FOLLOWING:

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

THE CLERK OF THIS COUNCIL IS DIRECTED TO ENDORSE UPON THE FACT OF SAID MAP A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF McFARLAND. I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF McFARLAND AT A MEETING HELD _____, 2023

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



SURVEYOR'S STATEMENT

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

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



CITY ENGINEER'S STATEMENT

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

DATED _____ SIGNED _____
JUAN M. PANTOJA
CITY OF McFARLAND - CITY ENGINEER
R.C.E. 64740 EXP. (06/30/2025)



CITY SURVEYOR'S STATEMENT

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

DATED _____ SIGNED _____
WILEY D. HUGHES
CITY OF McFARLAND - CITY SURVEYOR
L.S. 3779 EXP. (06/30/2024)

PLANNING DIRECTOR'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF McFARLAND IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW IN A DULY AUTHORIZED MEETING HELD IN, _____, 2023.

BRIANAHI DE LEON
CITY PLANNING DIRECTOR

RECORDER'S STATEMENT:

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

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER
BY: _____
DEPUTY RECORDER

TRACT MAP NO. 7393 - PHASE 2

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

42 BUILDABLE LOTS

8.26 ACRES GROSS

BASIS OF BEARINGS

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

NOTES

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

EASEMENT/DEDICATION LABEL DESCRIPTION:

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

LEGEND AND ABBREVIATIONS

- | | |
|------------|--|
| O.R. | - OFFICIAL RECORDS |
| P.M. | - PARCEL MAP |
| K.C.S. | - KERN COUNTY SURVEYOR |
| K.C.S.C.M. | - KERN COUNTY SURVEYOR'S CONCRETE MONUMENT |
| K.C.S.F.M. | - KERN COUNTY SURVEYOR'S FILED MAP |
| L.S. | - LAND SURVEYOR |
| P.M. | - PARCEL MAP |
| I.P. | - IRON PIPE |
| BK./PG. | - BOOK/PAGE |
| (RAD.) | - RADIAL BEARING |
| P.L. | - PROPERTY LINE |
-
- | | |
|-----|---|
| ⊕ | - FOUND MONUMENT AS DESCRIBED |
| ⊞ | - FOUND 6" CONCRETE MONUMENT WITH BRASS CAP MARKED L.S. 9047 PER TRACT MAP 7393 PHASE 1 |
| ⊙ | - SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED L.S. 9047 PER TRACT 7393 PHASE 2 |
| ● | - SET 2" IRON PIPE TAGGED L.S. 9047 |
| ○ | - FOUND 2" IRON PIPE TAGGED L.S. 9047 PER TRACT 7393 PHASE 1, M.BK. 66, PG. 159 |
| ■ | - FOUND 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412 P.M. BK. 62, PG.S 81 - 83 |
| [A] | - 10' WIDE PUBLIC UTILITY EASEMENT |
| R1 | - RECORD PER P.M. NO. 12412, P.M. BK. 62, PG.S 81 - 83 |
| R2 | - RECORD PER LOT LINE ADJUSTMENT NO. 05-06 PER CERTIFICATE OF COMPLIANCE RECORDED IN DOCUMENT #0206267032, O.R. |
| R3 | - RECORD PER P.M. NO. 10234, P.M. BK. 47, PG.S 134-135 |
| R4 | - RECORD PER FILED MAP 7-1, FILED MAP BK. 8, PG. 55 IN THE OFFICE OF THE KERN COUNTY SURVEYOR |
| R5 | - RECORD PER TRACT 7393 PHASE 1, M.BK. 66, PG. 159 |

/// - WAIVER OF VEHICULAR ACCESS

- | | |
|-----------|---------------------------|
| — | - DISTINCTIVE BORDER |
| - - - - - | - CITY/COUNTY LIMITS LINE |
| - - - - - | - SECTION LINE |
| - - - - - | - MID SECTION LINE |

RECORDER'S STATEMENT:

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

LAURA AVILA BY: _____
KERN COUNTY ASSESSOR/RECORDER DEPUTY RECORDER

SHEET 2 OF 3 SHEETS

LEGEND AND ABBREVIATIONS

- O.R. - OFFICIAL RECORDS
P.M. - PARCEL MAP
K.C.S. - KERN COUNTY SURVEYOR
K.C.S.C.M. - KERN COUNTY SURVEYOR'S CONCRETE MONUMENT
K.C.S.F.M. - KERN COUNTY SURVEYOR'S FILED MAP
L.S. - LAND SURVEYOR
P.M. - PARCEL MAP
I.P. - IRON PIPE
BK./PG. - BOOK/PAGE
(RAD.) - RADIAL BEARING
P.L. - PROPERTY LINE
- FOUND MONUMENT AS DESCRIBED
- FOUND 6" CONCRETE MONUMENT WITH BRASS CAP MARKED
L.S. 9047 PER TRACT MAP 7393 PHASE 1
- SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED
L.S. 9047 PER TRACT 7393 PHASE 2
- SET 2" IRON PIPE TAGGED L.S. 9047
- FOUND 2" IRON PIPE TAGGED L.S. 9047 PER TRACT 7393
PHASE 1, M.BK. 66, PG. 159
- FOUND 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412
P.M. BK. 62, PG.S 81 - 83

- FOUND 2" IRON PIPE TAGGED L.S. 9047 SET BY P.M. NO. 12412
P.M. BK. 62, PG.S 81 - 83
- 10' WIDE PUBLIC UTILITY EASEMENT
- R1 - RECORD PER P.M. NO. 12412, P.M. BK. 62, PG.S 81 - 83
- R2 - RECORD PER LOT LINE ADJUSTMENT NO. 05-06 PER
CERTIFICATE OF COMPLIANCE RECORDED IN
DOCUMENT #0206267032, O.R.
- R3 - RECORD PER P.M. NO. 10234, P.M. BK. 47, PG.S 134-135
- R4 - RECORD PER FILED MAP 7-1, FILED MAP BK. 8, PG. 55
IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- R5 - RECORD PER TRACT 7393 PHASE 1, M.BK. 66, PG. 159
- WAIVER OF VEHICULAR ACCESS
- DISTINCTIVE BORDER
- CITY/COUNTY LIMITS LINE
- SECTION LINE
- MID SECTION LINE

NOTES

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

BASIS OF BEARINGS

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

TRACT MAP NO. 7393 - PHASE 2

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

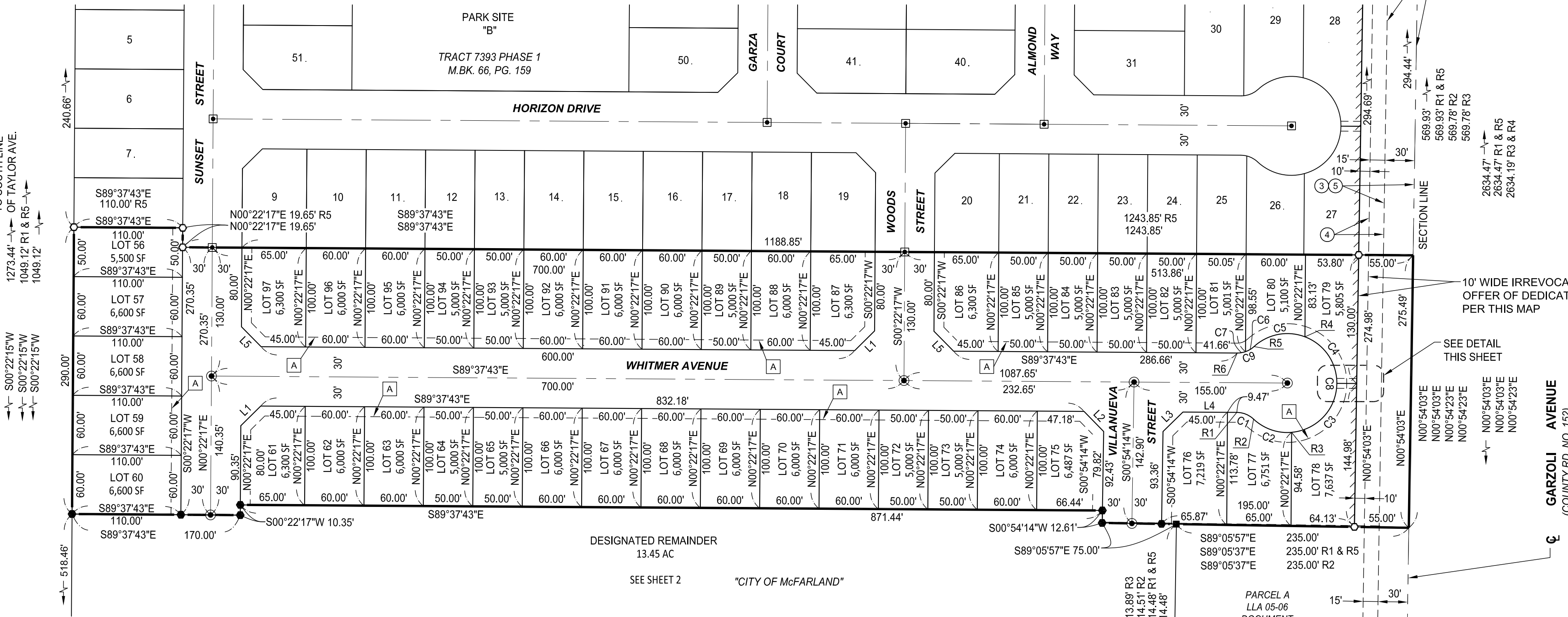
42 BUILDABLE LOTS

8.26 ACRES GROSS

PARCEL 2
P.M. No. 12412
P.M. BK. 62,
PG.S 81 - 83

"CITY OF McFARLAND"

TO SOUTH LINE
OF TAYLOR AVE.
1273.44' R1 & R5
1049.12' R1 & R5
1049.12' R1 & R5



COUNTY ROAD ESMT. FOR GARZOLI
AVENUE (COUNTY RD. NO. 152)
PER COUNTY BOARD OF SUPERVISORS
PER MIN. BK. VOL. 7, PG. 299

569.93' R1 & R5
569.78' R2
569.78' R3
2634.47' R1 & R5
2634.19' R3 & R4

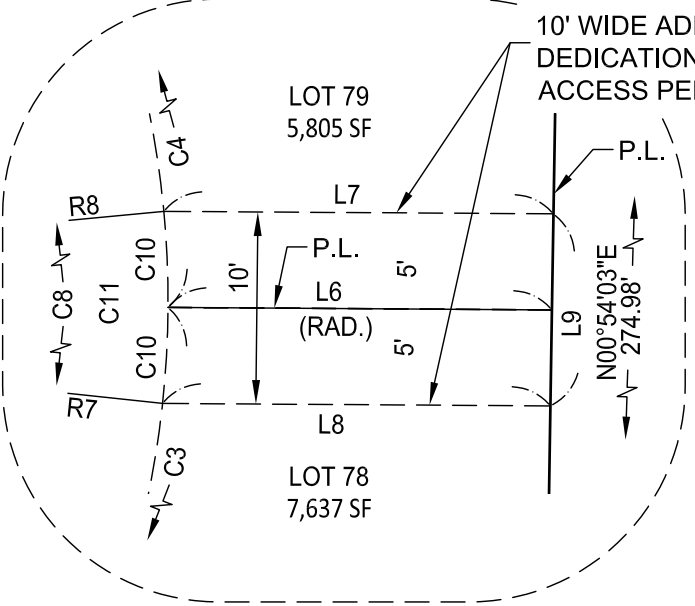
10' WIDE IRREVOCABLE
OFFER OF DEDICATION
PER THIS MAP

SEE DETAIL
THIS SHEET

GARZOLI AVENUE
(COUNTY RD. NO. 152)

PARCEL A
LLA 05-06
DOCUMENT
#0206267032, O.R.

10' WIDE ADDITIONAL OFFER OF
DEDICATION FOR PEDESTRIAN
ACCESS PER THIS MAP

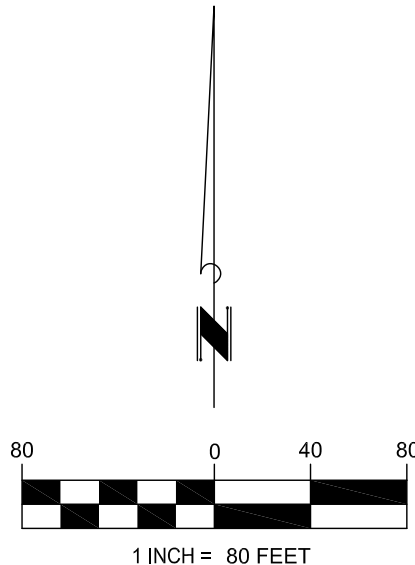


DETAIL
SCALE: 1"=10'

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	18.69	25.00	9.81	42°50'00"
C2	41.93	50.00	22.28	48°02'41"
C3	73.99	50.00	45.65	84°47'19"
C4	60.77	50.00	34.77	69°38'00"
C5	55.15	50.00	30.76	63°12'00"
C6	10.13	25.00	5.14	23°13'13"
C7	8.56	25.00	4.32	19°36'47"
C8	231.84	50.00	53.93	265°40'01"
C9	18.69	25.00	9.81	42°50'00"
C10	5.01	50.00	2.51	05°44'21"
C11	10.02	50.00	5.02	11°28'42"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°22'17"E	28.28
L2	S44°21'45"E	28.42
L3	N45°38'15"E	28.15
L4	S89°37'43"E	54.47
L5	N44°37'43"W	28.28
L6	S89°37'43"E	20.00
L7	S89°37'43"E	20.30
L8	S89°37'43"E	20.21
L9	S00°54'03"W	10.00

RADIAL TABLE	
RAD	BEARING
R1	N00°22'17"E
R2	S43°12'17"W
R3	S04°50'24"E
R4	N20°44'17"E
R5	S42°27'43"E
R6	N00°22'17"E
R7	S83°53'22"E
R8	N84°37'56"E



RECORDER'S STATEMENT:

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

LAURA AVILA BY: _____
KERN COUNTY ASSESSOR/RECORDER DEPUTY RECORDER

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams City Manager
Serrena McCuan, HR Director

DATE: August 24, 2023

SUBJECT: Report, Discuss, and Possible Approve the employment agreement between the city and Brian Knox for the chief of police position and approve resolution number 2023- allocating funds from the general fund for the appointment.

SUMMARY:

On March 5, 2023 the city promoted Brian Knox to the interim Chief of Police position with the understanding he would be evaluated as the potential candidate for the permanent chief of police position after a six month period.

On August 5, 2023 Chief Knox was evaluated by the city manager and received an overall rating of satisfactory. Knox's performance included his success in filling almost all allocated positions, replacing the outdated fleet with newer patrol vehicles, activating the new drone program, implementing the new cadet program, hiring an experienced dispatch supervisor, revamped the use of force training, and updating multiple policy and procedures to improve the efficiency and effectiveness of the McFarland Police Department.

His experience includes over twenty-five years of various assignments as a Kern County Sheriff deputy which include detentions, the sexual assault investigation unit, the homicide investigation detail, substation assignment, and the last four years as a sergeant in the metropolitan patrol section.

Knox is currently in the process of finishing his bachelor's degree and is expected to graduate in November of 2023.

FINANCIAL IMPACT:

The recommended employment agreement is for a total salary of \$120,000. Currently the interim chief of police position is funded for fiscal year 23/24 at \$98,493.72. The increase to the general fund would be as follows:

Base Salary:	\$21,506.28
Payroll Taxes:	\$ 1,645.23
401K Benefit:	<u>\$ 2,150.63</u>

Total Increase: \$25,302.14

RECOMMENDATION:

Staff recommends City Council Report, Discuss, and Possible Approve the employment agreement between the city and Brian Knox for the chief of police position and approve resolution number 2023- allocating funds from the general fund for the appointment.

ATTACHMENT:

- I.** Job Description
- II.** Employment agreement
- III.** Resolution No. 2023-

RESOLUTION NO. 2023-00__

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

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2023/2024; and

WHEREAS, the approved 2023/2024 fiscal year budget allocated \$98,493.72 towards the interim Chief of Police position; and

WHEREAS, the City Council has approved a contract for the permanent Chief of Police in the amount of **\$120,000 plus benefits**.

WHEREAS, the City desires to allocate an additional \$25,302.14 to the Police Department from the General Fund for the Chief of Police base salary, payroll taxes, and 401K benefit; and

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) A total amount of \$25,302.14 shall be allocated to the budget line for the Chief of Police position from the City’s General Fund.
- 3) The increased allocation shall be in full force and effect.
- 4) The City Manager is hereby authorized and directed to allocate funds appropriately.
- 5) The City Clerk shall certify to the passage and adoption of this resolution.
- 6) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 24th day of August 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Saul Ayon, Mayor

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

Francisca Alvarado, City Clerk

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this 24th day of August, 2023, by and between the City of McFarland, a Municipal Corporation (“City”), and Brian Knox (“Knox”). The City and Knox are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Knox as the City’s Chief of Police; and

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

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

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Knox as its Chief of Police as of August 24, 2023 (“Effective Date”). Knox and the City agree to the terms and conditions of this Agreement. Knox shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** Knox’s employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Knox’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

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

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

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

4. Duties.

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

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

- 5. Term.** Except as hereinafter described, the term of this Agreement shall be for one (1) year commencing on the Effective Date. The term of this contract shall automatically renew for an additional one (1) year on the effective date of each subsequent year, unless mutually agreed by both parties to renegotiate the terms of this contract. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

6. Termination. Knox's "at-will" employment as Chief of Police may be terminated as follows:

- a. Resignation.** If Knox elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
- b. Retirement.** If Knox elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
- c. Termination "Without Cause."** City reserves the right to terminate this Agreement and Knox's employment as Chief of Police at any time, "without cause" or advance notice.
- d. Termination "With Cause."** The City reserves the right to terminate this Agreement and Knox's employment at any time, "with cause." "Cause" shall include, but not be limited to:
 - i. Willful misconduct or gross negligence;
 - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
 - iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - v. Knox's death; or
 - vi. If Knox is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
 - vii. Knox's permanent disability if such disability precludes Knox from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

7. **Salary and Benefits.** Knox's salary and other benefits for all work or services called for under this Agreement shall be as follows:
- A. **Salary.** Commencing on the Effective Date, Knox's annual salary shall be one hundred and Twenty thousand dollars (\$120,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
 - B. **Vacation.** Knox shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Knox's employment, any unused vacation hours shall be cashed out prior to His accrual of an additional eighty (80) hours.
 - C. **Sick Leave.** Knox shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
 - D. **Administrative Leave.** Knox shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of Knox's employment, any unused hours shall be cashed out prior to His accrual of an additional forty (40) hours.
 - E. **Holiday and Other Leaves.** Knox shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
 - F. **Health Insurance Benefits.** City shall provide health insurance coverage for Knox and his family consistent with the health insurance benefits provided to City employees. Knox may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
 - G. **Term Life Insurance.** The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Knox shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Knox.
 - H. **Vehicle.** Knox shall be assigned a take home vehicle and the City shall be responsible for all associated maintenance and fuel costs associated with the use of such vehicle. Knox must adhere to all City policies and procedures regarding the use of City vehicles.
 - I. **Cell Phone.** City shall provide Knox with a cell phone purchased by City to be used by Knox exclusively for performance of His duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Knox's election, City will pay Knox an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Knox acknowledges that use of the City provided

cell phone, or His personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

- J. Retirement.** City represents and Knox acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Knox's salary annually to Knox's 401(k) or deferred compensation retirement account. Knox shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.
- K. Expenses.** City shall reimburse Knox for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Knox shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.
- L. Education Expenses.** Beginning January 1, 2023 until January 1, 2024 the City shall reimburse Knox for all tuition and textbook costs up to \$10,000 total, while attending college for his bachelor's degree. Knox shall submit a receipt and a description of the expenses to the City's Finance Director.
- a.** If Knox terminates his employment with City without Good Reason or City terminates Knox's employment for Cause before the third anniversary of the effective date of this Agreement, then Knox shall repay the after-tax value of the Education Expenses to City within 10 days following the termination of employment. This is a full recourse obligation to Knox, meaning that Knox is personally liable for any repayment obligation under this Agreement.
- i.** *For purposes of this Agreement, cause shall include, but not be limited to the reasons listed in 6(d) of this Agreement.*
- ii.** *For purposes of this Agreement, Good Reason means:*
1. City fails to maintain fiscal strength enough to retain Knox's employment.
 2. City unlawfully discriminates against Knox.
- b.** For the avoidance of doubt, Knox will not be required to repay any Education Expenses if (i) his employment terminates after the third anniversary from the effective date of this Agreement for any reason, (ii), in the event of Knox's death or termination due to Knox's disability, or (iii) Knox's employment is terminated by City without Cause or by Knox for Good Reason; provided that, in each case, except upon termination due to death, Knox executes and does not revoke a release of claims in a form reasonably satisfactory to City within 30 days after such termination.

8. **Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Knox under any law or ordinance. City shall defend, save harmless and indemnify Knox from any and all demands, claims, suits, actions, or other legal proceedings (“Claims”) brought against Him in His individual capacity or in His official capacity as Chief of Police, provided the Claims arise while Knox is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.
9. **Evaluation.** The City Manager shall evaluate Knox after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.
10. **Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

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

Knox
Brian Knox



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

11. **General Provisions.**

- A. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties’ Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement

shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.

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

N. Counterparts. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

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

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

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

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

[Signature Page Follows]

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

Dated: _____

CITY OF MCFARLAND

By: _____

Saul Ayon

Title: Mayor

Dated: _____

EMPLOYEE

By: _____

Brian Knox

APPROVED AS TO FORM:

By: _____

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

Attachments:

Exhibit A: City of McFarland Position Description – Chief of Police

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams / City Manager
Serrena McCuan/HR Director

DATE: August 24, 2023

SUBJECT: Report, and Discuss, the elimination of the Executive Administrative Assistant position and provide direction on the creation of the Administrative Assistant II.

SUMMARY:

On June 22nd, 2023, during a closed session, the city council provided direction for the city manager to eliminate the Executive Administrative Assistant position and create three separate Administrative Assistant positions. The positions were to establish a series of the Administrative Assistant (AA) positions, being AAI, AAI, and AAI, which would allow for a progression of salaries with a corresponding progression of assigned duties.

Currently the position of AAI will be presented at a later date. As the city grows, staff can determine the needs for filling the AAI positions and return to council to ask for funding when the position is needed.

Fortunately, the city currently has the AA I position at salary range 14 with duties that correspond with that salary range. Because the AA I position already exists, staff then focused their efforts on the creation of the AAI.

Staff believes the AA positions can all contain base line duties that flow through each AA position with the complexity and responsibilities for each position increasing from the AAI, to the AAI.

The AAI position will be the entry level class in the administrative series providing responsible clerical and secretarial duties of a general nature in support of the assigned department, division, or program area.

The AAI position will be the journey level class in the administrative series and will include the duties of the AAI with the additional responsibilities of working independently, applying well developed secretarial and office support knowledge and exercising judgement and initiative.

The responsibilities of these positions are attached to the staff report as job descriptions for the AAI and AAI. To provide for work duties that may be unforeseeable each job description contains the phrase "other duties as assigned."

The AAI position is currently at salary range 14 from \$17.29 to \$22.14 hourly, and \$35,967 to \$46,042 annually.

The AAI position is recommended at salary range 26 from \$23.26 to \$29.77 hourly, and \$48,380 to \$61,921 annually.

Staff recommends the positions incorporate the above listed salaries for the AA positions. The steps within the range will be decided based on the persons knowledge, skills, and abilities which include, education and experience.

Recommendation:

Staff recommends the elimination of the AAI position at the Police Department and moving the staff member to fill the vacancy of the AAI position at the Public Works department and Community Development department.

Staff recommends the elimination of the Executive Administrative Assistant position and adding one AAI position. The AAI position will be used to provide administrative assistance to both the chief of police and the city manager.

The staff member holding the Executive Administrative Assistant position has prior experience as the assistant to the chief of police and the Administrative Assistant to the city manager and will be reverted to the AAI as per sections 11.03 and 703.G of the employee handbook.

11.03 Vacancy and Demotion in Lieu of Layoff

Except as otherwise provided, whenever there is a reduction in the workforce, the City Manager shall first demote the affected employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with subsection 11.07 is qualified. All persons so demoted shall have their names placed on the Re Employment List.

703 G. Demotion.

Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to the salary step in the range for the lower class.

2. If a Non-Disciplinary demotion, to the salary in the dollar amount they would have received in that lower class if their service had been continuous in said lower class. They shall retain their current anniversary date.

This structure will provide a more robust progression of Administrative Assistant positions and give opportunities for promotions within the same classification. By creating this progression, it should assist the city in the retention of staff members.

To fulfill the recommendation staff will make the following changes:

- Eliminate the AAI position at the Police Department from the city structure.
- Eliminate the Executive Administrative position from the city structure.
- Create one AAI position
- Reassign the staff member holding the Executive Administrative Assistant position to the AAI position.

- Reassign the person holding the AAI position at the Police Department to the AAI position in the Public Works department and the Community Development department.

FINANCIAL IMPACT:

If city council approves the recommendation the total annual cost savings will be \$75,401.13 as listed below:

The elimination of the Executive Administrative Assistant and creating the AAI position will provide a cost savings of \$9,103.29

The elimination of the AAI position will provide a costs savings of \$66,297.84

RECOMMENDATION:

Staff recommends City Council discuss and provide direction concerning the recommendations.

ATTACHMENT:

- I. AAI: Job Description
- II. Resolution No. 2023-0102

RESOLUTION NO. 2023-0102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
ELIMINATING THE EXECUTIVE ADMINISTRATIVE ASSISTANT POSITION AND
ONE OF THE TWO AUTHORIZED ADMINISTRATIVE ASSISTANT I POSITIONS,
CREATING THE ADMINISTRATIVE ASSISTANT II POSITION, AND AMENDING
THE FY23/24 SALARY SCHEDULE.**

WHEREAS, the City Council of the City of McFarland has an approved budget for the 2023/2024 fiscal year budget; and

WHEREAS, the City Council believes it is necessary to eliminate the Executive Administrative Assistant position and establish a series of Administrative Assistant positions, including Administrative Assistant I and II positions; and

WHEREAS, the City currently has two authorized Administrative Assistant I (AAI) positions and will eliminate one of these; and

WHEREAS, the remaining AAI and the new AAI positions will contain baseline duties with an increasing complexity and responsibility, and the corresponding job descriptions are attached to this resolution; and

WHEREAS, the City Council believes it is not necessary to make any changes to the AAI salary range; and

WHEREAS, the AAI position is recommended at salary range 26, from \$23.26 to \$29.77 hourly, and \$48,380 to \$61,921 annually; and

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

- 1) **Elimination and Creation of Positions:** The Executive Administrative Assistant position and one of the two authorized Administrative Assistant I positions are hereby eliminated, and one Administrative Assistant II position is hereby created.
- 2) **Reassignment:** The staff member holding the Executive Administrative Assistant position shall be reassigned to the AAI position, and the person holding the eliminated AAI position at the Police Department shall be reassigned as per the staff report.
- 3) **Salary Schedule:** The FY23/24 Salary Schedule is hereby amended to incorporate the salaries for the AA positions as outlined in the staff report.
- 4) **Attachments:** The job descriptions for AAI and AAI are attached hereto and made a part hereof.
- 5) **Effective Date:** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 24th day of August 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Saul Ayon, Mayor

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

Francisca Alvarado, City Clerk



**CITY OF MCFARLAND
ADMINISTRATIVE ASSISTANT II**

**Salary Range: \$23.26 - \$29.77 (Hourly)
\$1,860.49 - \$2,381.57 (Bi-Weekly)**

Posted:

Closing:

POSITION SUMMARY:

The Administrative Assistant II will provide administrative and operational support. This is a journey level class within the Administrative Assistant series performing the full range of responsibilities and difficult clerical and secretarial duties of a general and specialized nature with only occasional instruction or assistance. Positions at this level are distinguished from the Administrative Assistant I level by the performance of the full range of duties as assigned, working independently, applying well developed secretarial and office support knowledge, and exercising judgment and initiative. The ideal candidate must be a quick learner, very experienced, and bring a high-level of professionalism and attention to detail, as he/she will handle a wide range of administrative responsibilities. The person must be flexible and will take an active interest in all aspects of the work. He/she must be able to work both independently, as well as under close supervision.

Under the direction of the department head or other direct supervisor, coordinate and performs a variety of confidential and complex secretarial functions; provides executive-level administrative support; schedules and coordinates meetings; prepares correspondence, reports, and other documentation; supervising the processing of payroll records; updates and maintains department records and files; serves as a representative of the Department and liaises with outside agencies; oversees departmental budget at the direction of the supervisor; coordinates special projects ; and performs other related duties as assigned.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Answers, screens and directs incoming calls.
- Documents and distributes telephone messages. responds to caller inquires.
- Provides information regarding department operations, policies and programs.
- Addresses and or assists in resolving public complaints.
- Schedules coordinates and confirms meetings, appointments and or other functions.

- Updates and maintains department calendar.
- Prepares and organizes meeting materials and equipment.
- Prepares, proofreads and processes and disseminates correspondence, memorandum, reports proposals, forms, and other types of documents.
- Recognizes and maintains various types of confidential information, documents and materials perform a variety of records management functions.
- Updates and maintains departmental records filing systems, databases, assessment, and or participates in the coordination of various departmental grants, keeps current and prepares monthly departmental expenditures for payment, provides coordinating the departmental purchasing and inventory control functions and other duties as assigned.
- Evaluates programs, projects, processes, procedures, systems, and standards; ensures compliance with Federal, State, and local laws, regulations, codes, and/or standards.
- Represents the City to the public and interacts with executive-level management from public and private organizations and entities, department heads, City staff, and the general public
- Perform the assigned work, using judgement in selecting appropriate procedures, conducting transactions with customers and the public,
- Ability to solve routine and non-routine problems based on knowledge gained through experience.
- Perform receptionist duties; answer the telephone and provide general assistance and information to the public and internal customers regarding department policies and procedures as required.
- Type, proofread, and process a variety of documents, including general correspondence, memos, and statistical charts from rough draft; or verbal instruction.
- Perform a wide variety of general clerical work including the maintenance of records, verifying accuracy of information, researching discrepancies, and recording information.
- Copy, sort, collate and staple a variety of documents, reports, and correspondence.
- Organize community events and workshops.
- Use standard computer office software and equipment including word processing and spreadsheet packages.
- Prepare requisitions and purchase orders.

- Schedules appointments, arranges and coordinate meetings, and schedules the use of facilities as needed. Prepares required informational materials; makes travel arrangements.
- Maintains department fiscal records, prepares and processes purchase orders and invoices, requisitions, expense claims, and monthly departmental credit card accounts.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class series are flexibly staffed and positions at the Administrative Assistant II level are normally reviewed only on completion and for overall results.

Knowledge of-Modern office practices, procedures, and method; Standard office equipment such as telephone, personal computer, printer, typewriter, copier, electronic mail, calculator, fax, shredder, and other standard office equipment; Computer software such as word processing, various database, and spreadsheet calculations; Receptionist and telephone techniques; Proper English usage, spelling, grammar, and punctuation including basic mathematics; Basic methods and procedures of purchasing.

Ability to-Learn to operate photocopy, offset, and related duplicating machine and folding, collating, cutting hole punching equipment as required and use a postal manual, scale and metering machine; Operate a personal computer and related equipment; Type or use word processing to produce clear, clean, accurate documents in a timely manner; Deal tactfully and courteously with the public and city staff; Perform clerical and record keeping duties; Communicate effectively, both oral and in writing; Understand and carry out oral and written direction; Establish and maintain effective work relationships with those contacted in the course of work; Maintain a regular and reliable level of attendance.

Licenses and Certificates-Typing certificate for 40 WPM. Possession of or ability to obtain a valid California Driver's License may be required.

Physical Abilities and Work Environment-While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is required to; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 25 lbs. Specific vision abilities by this job include close vision, color vision, and the ability to adjust focus. Occasionally set up graphics, tables, and chairs for meetings.

Other: Bilingual fluency in English and Spanish is desirable.

EDUCATION AND EXPERIENCE

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

Experience-Two years of experience providing general office support duties in a municipality setting.

Education-High school Diploma or Equivalent. Specialized course work in office practices such as computer software packages, typing, filing, and bookkeeping is desirable.

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefits package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and dependents
- Life insurance equal to 1-year base salary with a minimum of \$50,000
- Retirement: Deferred Compensation 401(k) -The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee. The City is not a PERS (Public Employees Retirement System) Agency
- 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 Pay9/80 Schedule Monday through Friday

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

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

CITY OF MCFARLAND
POSITION & SALARY RANGE LIST
EFFECTIVE 07/01/2023-06/30/2024

CONTRACT EMPLOYEES

City Manager	Contract
Police Chief	Contract
Police Captain	Contract
Finance Director	Contract
Public Works Director	Contract
Community Development Director	Contract
Human Resources Director	Contract
Deputy Public Works Director	Contract

CITY COUNCIL - MONTHLY

City Councilmembers	\$200
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NON- EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F
Groundskeeper	11	1,284.61	1,349.64	1,417.96	1,489.74	1,565.16	1,644.39	16.06	20.55
Street Maintenance I	13	1,349.64	1,417.96	1,489.74	1,565.16	1,644.39	1,727.64	16.87	21.60
Animal Control Officer	13	1,349.64	1,417.96	1,489.74	1,565.16	1,644.39	1,727.64	16.87	21.60
Administrative Assistant I	14	1,383.38	1,453.41	1,526.99	1,604.29	1,685.50	1,770.83	17.29	22.14
Transit Operator	15	1,417.97	1,489.75	1,565.16	1,644.40	1,727.64	1,815.10	17.72	22.69
Sweeper/Street Maintenance Worker I	15	1,417.97	1,489.75	1,565.16	1,644.40	1,727.64	1,815.10	17.72	22.69
Accounting Clerk I	15	1,417.97	1,489.75	1,565.16	1,644.40	1,727.64	1,815.10	17.72	22.69
Community Service Officer	15	1,417.97	1,489.75	1,565.16	1,644.40	1,727.64	1,815.10	17.72	22.69
Wastewater Treatment Plant Operator In Training	16	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Water Operator In Training	16	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Accounting Clerk II	16	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Code Enforcement Officer	19	1,565.17	1,644.40	1,727.65	1,815.11	1,906.99	2,003.53	19.56	25.04
Police Office Technician	19	1,565.17	1,644.40	1,727.65	1,815.11	1,906.99	2,003.53	19.56	25.04
Grant Administrator In Training	19	1,565.17	1,644.40	1,727.65	1,815.11	1,906.99	2,003.53	19.56	25.04
Water Operator I	22	1,685.52	1,770.84	1,860.49	1,954.67	2,053.62	2,157.58	21.07	26.97
Wastewater Treatment Plant Operator I	22	1,685.52	1,770.84	1,860.49	1,954.67	2,053.62	2,157.58	21.07	26.97
Crime Scene Technician	23	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Accounting Clerk III	25	1,815.12	1,907.00	2,003.54	2,104.97	2,211.53	2,323.48	22.69	29.04
Administrative Assistant II	26	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	29.77
Water Operator II	27	1,907.01	2,003.55	2,104.97	2,211.53	2,323.48	2,441.11	23.84	30.51
Wastewater Treatment Plant Operator II	27	1,907.01	2,003.55	2,104.97	2,211.53	2,323.48	2,441.11	23.84	30.51
Grant Administrator	29	2,003.55	2,104.97	2,211.53	2,323.49	2,441.11	2,564.69	25.04	32.06
Communication/Records Supervisor	30	2,053.64	2,157.60	2,266.82	2,381.58	2,502.14	2,628.80	25.67	32.86
Staff Accountant	32	2,157.60	2,266.83	2,381.58	2,502.14	2,628.81	2,761.89	26.97	34.52
City Clerk	32	2,157.60	2,266.83	2,381.58	2,502.14	2,628.81	2,761.89	26.97	34.52
Parks and Streets Maintenance Supervisor	32	2,157.60	2,266.83	2,381.58	2,502.14	2,628.81	2,761.89	26.97	34.52
Police Officer	33	2,211.54	2,323.50	2,441.12	2,564.70	2,694.53	2,830.94	27.64	35.39
Building Inspector I	35	2,323.50	2,441.13	2,564.70	2,694.54	2,830.94	2,974.25	29.04	37.18
Police Corporal	37	2,441.13	2,564.71	2,694.54	2,830.95	2,974.26	3,124.82	30.51	39.06
Wastewater Treatment Plant Operator III/ Supervisor	38	2,502.16	2,628.82	2,761.90	2,901.72	3,048.61	3,202.94	31.28	40.04
Water Operator III/Supervisor	38	2,502.16	2,628.82	2,761.90	2,901.72	3,048.61	3,202.94	31.28	40.04
Accounting Supervisor	38	2,502.16	2,628.82	2,761.90	2,901.72	3,048.61	3,202.94	31.28	40.04
Police Sergeant	41	2,694.55	2,830.96	2,974.27	3,124.83	3,283.02	3,449.22	33.68	43.12

EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

Police Lieutenant	46	3,048.64	3,202.97	3,365.11	3,535.46	3,714.44	3,902.48	38.11	48.78
Senior City Planner	46	3,048.64	3,202.97	3,365.11	3,535.46	3,714.44	3,902.48	38.11	48.78

CITY OF MCFARLAND

STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager

DATE: August 24, 2023

SUBJECT: Report, Discuss, and Possible Approval of changes to the community grants program policy

SUMMARY:

The community grants program was established in February of 2023 with the intent of providing a funding mechanism to support, promote, and enhance the quality of life for our residents and McFarland's community vitality.

The grant was originally drafted allowing for funding requests by youth athletic groups and organizations, however due to the sheer number of youth organizations and the fact youth group organizations often have other funding mechanisms, the city council requested staff examine the feasibility of changing the policy.

Staff has made adjustments, with the policy to prohibit athletic organizations from applying for the grant funds which will allow the city to provide funding to a larger variance of groups and entities. All other regulations and policies related to the community grant program will remain the same.

The policy will continue to recognize that many groups and organizations conduct events and provide programs that benefit the community and the city will continue to support those effort.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Council Discuss and Possibly Approve the changes in the policy to preclude athletic organizations from applying for funding through the community grants program.

ATTACHMENTS:

1. Updated Community Grant Program Policy
2. Community Grant Program Application



CITY OF MCFARLAND COMMUNITY GRANT POLICY

Purpose

The City Council of the City of McFarland desires to establish a standardized process to award grants to qualifying non-profit community organizations, educational groups or organizations, for events, activities, that provide a public benefit for the City of McFarland and its residents.

The City of McFarland recognizes the many benefits and importance that various groups, organizations, volunteers, and events that serve to support, promote, and enhance the quality of life for our residents and McFarland's community vitality. It is for this reason that the City Council is committed to treating all requests for contributions in a consistent, fair, and equitable manner subject to the community's needs, priorities and Council's approved budget.

Whereas the program shall be supported predominately by the city's General Fund, the City Council recognizes that citizens have the right to expect that public funds and public resources will be used in a manner that is not only justifiable and fair but that groups requesting public funds are financially responsible and accountable. The community grant program demonstrates the City Council's commitment to working with groups which provide these beneficial programs, services, or projects to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding to these groups.

Policy

The Council will consider requests for grant funding for events and programs that provide a public service, or otherwise promote the health, safety or welfare of the community; and benefit the community.

- Annually, the City Council shall specify an amount to appropriate as part of the approval of the city's budget, subject to availability of funds.
- Eligible applicants may apply for up to \$2,500.00 in grant funding.
- The City Council may also consider any in-kind donations such as fee waivers, labor, materials, or other resources the City Council authorizes the City Manager to provide at their discretion. Under certain circumstances, in-kind donations may be restricted or not allowable if doing so increases the City's liability and/or conflicts with the City's insurance carrier's policies and regulations.



- The City Council authorizes the City Manager to approve in-kind donations, subject to any terms and conditions the City Manager deems reasonable and for City-wide and reoccurring events, including but not limited to the following:
 - 4th of July events
 - Christmas Parade/Christmas Tree Lighting Event
 - Cinco de Mayo
 - Trunk or Treat
- In-kind donations shall not count towards the \$2,500.00 limit per applicant. Request for in-kind donations shall include a calculation of the value of in-kind donation based on current fees, equipment, estimated wage and benefits cost, etc.
- The City Council may establish a committee to review applications for grant funding and make recommendation to the City Council
- Grant application forms may be amended and revised from time to time as the city deems appropriate.
- Grants may be awarded at the sole and exclusive discretion of the City Council and may include certain terms and conditions. The letter of award will state if any particular restrictions apply to the grant. Acceptance of any grant, donation, contribution (in-kind or otherwise), or any other benefit by the applicant serves both as an acknowledgment of, and obligation to comply with, any such terms and conditions. Failure to comply with those terms and conditions, and with this policy, can require the applicant to refund 100% of the grant, donation, or contribution at the discretion of the City.
- All approved grant applications must include the City of McFarland logo when possible, on all advertising and printed material and reference the City of McFarland contribution. Applicants must contact the City for an approved logo and submit advertising and printed material to the City Manager for review and approval.

Contributions will not be made for the following purposes:

- Discriminatory activities or events or those that would incite hatred towards any groups.
- Activities that are contrary to the policies of the Municipality; or
- Activities which are deemed to be unlawful.
- Any activity that is political or religious.
- Athletic programs.

Eligibility Criteria

1. Applicants are limited to educational groups and organizations associated with schools in McFarland and non-profit organizations who are in compliance with applicable state and federal regulations. This includes I.R.S. and California Franchise Tax Board regulations governing non-profit, tax-exempt status. Applicants must be in active and in good standing and submit documentation of their compliance and status. School affiliated groups and organizations must submit a letter of support by the respective principal or designee and be sponsored by the school.



2. In addition to a timely and complete application, the applicant must demonstrate that the event or activity being funded by the City's grant will satisfy all of the following criteria:
 - a) Provides a benefit to McFarland residents
 - b) Contributes positively to the recognition and image of the City of McFarland
 - c) If the grant is for an event, then the event will be open to the general public and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law
 - d) Grant funds will not be used for political or religious purposes
3. Grant funds are not intended to replace or supplement operating funding sources but are intended to be utilized for new or enhance projects, activities, or events.
4. It is expected that grant recipients will, to the maximum extent possible, purchase funded materials and services from businesses located in McFarland
5. Applicants requesting funds for public events, the applicant must maintain appropriate liability insurance in amounts approved by the City of McFarland and name the City of McFarland as an additional insured.

Procedure

1. City Council approves an annual budget item for City grants.
2. City Council establishes an application period for a grant application to be submitted by
3. Applicants submit timely and complete grant applications to the City Clerk for review
4. City Manager or designee reviews application for compliance with eligibility criteria and availability of funds. City Manager may seek additional information from the applicant as necessary.
5. Review and consideration of grant application shall be placed on a future City Council meeting or referred to a committee first if City Council so chooses.
6. If an application is approved by the City Council, then the applicant shall be notified with additional instructions or terms, if any.
7. If an application is not approved by the City Manager's Office, the City Manager shall notify the applicant in writing.
8. All approved grant applications - applicant shall submit post-project report articulating the success of the project and that the grant funds have been spent in the manner and for the purposes stated on the application within forty-five (45) days after the event/activity. Report must include proof, including copies of original receipts.
9. If an applicant makes a grant request directly to a member of the City Council, whether individually or as a group, the Council shall refer the applicant to the City Clerk for application and review in accordance with this policy.
10. Staff shall report any distributions in accordance with applicable tax law.





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