



MCFARLAND CITY COUNCIL

*McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority*

Regular Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

**Thursday, January 11, 2024
6:00 PM**

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARIA PEREZ, *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the 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.

PUBLIC ACCOMMODATIONS: 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.

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 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, 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

APPROVE AGENDA AS TO FORM

FEATURED PET:

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

PRESENTATIONS, INTRODUCTIONS AND AWARDS

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

DEPARTMENTAL REPORTS

1. Finance Department, Finance Director Diego Viramontes: Scheduled Water Shutoffs for Delinquent Accounts – January 17, 2024
2. McFarland Police Department, Chief Knox: 2023 Police Statistics Data

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.

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.

3. Approval of Expense Report in the Amount of \$1,010,373.63 from 12/2/2023 to 12/31/2023.
4. Approval of Payroll Report for the Month of December 2023 in the Amount of \$304,528.98.
5. Approval of December 14, 2023 Regular Meeting Minutes.

PUBLIC HEARINGS

6. Public Hearing Requesting Input Regarding the Composition of District Elections
 - a. Staff Report: Community Development Director, Paul Saldaña
 - b. Open Public Hearing and Receive Public Testimony:
7. Introduction and First Reading of Ordinance No. 1-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ZONING CODE AMENDMENTS TO TITLE 17 ZONING AMENDING TITLE 17, CHAPTER 17.16.060 AND CHAPTER 17.136.150 ADDITIONAL DWELLING UNITS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.
 - a. Staff Report: Community Development Director, Paul Saldaña
 - b. Open Public Hearing and Recieve Public Testimony:
 - c. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only and Introduce Ordinance No. 1-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ZONING CODE AMENDMENTS TO TITLE 17 ZONING AMENDING TITLE 17, CHAPTER 17.16.060 AND CHAPTER 17.136.150 ADDITIONAL DWELLING UNITS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.
 - d. Direct staff to schedule second reading and adoption.
8. Second Reading and Adoption of Ordinance No. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA.
 - a. Staff Report: Community Development Director, Paul Saldaña.
 - b. Open Public Hearing and Receive Public Testimony:
 - c. Motion to waive the reading of the Ordinance Text in its entirety, read by title only, and adopt Ordinance No. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA.
 - d. Direct staff to post in designated posting locations within fifteen days of its passage.

ADMINISTRATIVE AGENDA

9. Approval of Resolution No. 2024-4, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ISSUANCE OF A COMMERCIAL CANNABIS PERMIT FOR OTC MCFARLAND LLC AND APPROVING INDEMNIFICATION AGREEMENT.
10. Approval of Resolution No. 2024-2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND TO PROVIDE A SALARY INCREASE FOR THE MCFARLAND POLICE DEPARTMENT CRIME SCENE TECHNICIAN.

11. Approval of Resolution No. 2024- 3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH FLOCK SAFETY TO EXTEND THE CONTRACT OF 20 FLOCK CAMERAS TO ASSIST WITH PUBLIC SAFETY.

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. Public Policy and Finance Committee
- f. Public Safety Committee
- g. Quality of Life Committee
- h. Cannabis Committee

CLOSED SESSION

12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)
Property: APN 060-050-24
Agency Negotiators: Paul Saldana and Diego Viramontes
Negotiating Parties: San Joaquin Renewables LLC
Under Negotiation: Terms, price, and conditions of sale
13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)
Property: APN 201-070-31
Agency Negotiators: Paul Saldana, Kenny Williams and Diego Viramontes
Negotiating Parties: The Wonderful Company, LLC; County of Kern; City of McFarland
Under Negotiation: Terms, price, and conditions of lease
14. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation - Significant exposure to litigation pursuant to Government Code §54956.9(b)

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on January 08, 2024.

Francisca Alvarado
Francisca Alvarado, City Clerk

Kenny Williams
Kenneth Williams, City Manager

Next Meeting: Regular City Council January 25, 2024 .

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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

City Council Meeting

STAFF REPORT

Agenda Item No. 1.
Section: DEPARTMENTAL
REPORTS
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Finance Department, Finance Director Diego Viramontes: Scheduled Water Shutoffs for Delinquent Accounts – January 17, 2024

SUMMARY:

This report serves to inform the public of the scheduled water shutoff for delinquent accounts on January 17, 2024. Since February 2020, due to the COVID-19 pandemic and other considerations, the City has refrained from conducting water shutoffs. However, the ongoing situation has led to approximately 900 delinquent accounts, accumulating a delinquent balance of around \$680K. This action is necessary to maintain the financial health of our utility services and ensure fairness to customers who are consistent with their payments.

Despite extensive efforts to notify customers about their delinquent status and prevent service discontinuation – including direct calls, emails, mailed notices, door hangers, utility liens, and alternative payment arrangements – the situation has not improved. We have also actively promoted income-based programs offering up to \$2,000 for past due bills. Yet, these measures have not yielded the desired results in reducing the outstanding balances.

Moreover, the delay in implementing water shutoffs has placed us in a unique position compared to other agencies in the area, as we are the only one that has not resumed shutoffs since the expiration of the state moratorium. Additionally, our new refuse hauler, Waste Management, is experiencing financial strain due to only receiving 70-80% of billings since the transition of the franchise agreement in October 2023. This situation is unsustainable and requires immediate action to support both our partner and customers who fulfill their obligations.

FINANCIAL IMPACT:

The prolonged suspension of shutoffs has significantly affected the financial stability of our utility services and our new refuse hauler, Waste Management, creating a revenue shortfall.

RECOMMENDATION:

Proceed with the scheduled shutoffs to address the revenue deficit, uphold fairness to paying customers, and sustain our utility and waste management services.

ATTACHMENTS:

None



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: DEPARTMENTAL
REPORTS
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Brian Knox, Chief of Police

SUBJECT: McFarland Police Department, Chief Knox: 2023 Police Statistics Data

SUMMARY:

McFarland Police Department, Chief Knox: 2023 Police Statistics Data.

FINANCIAL IMPACT:

None

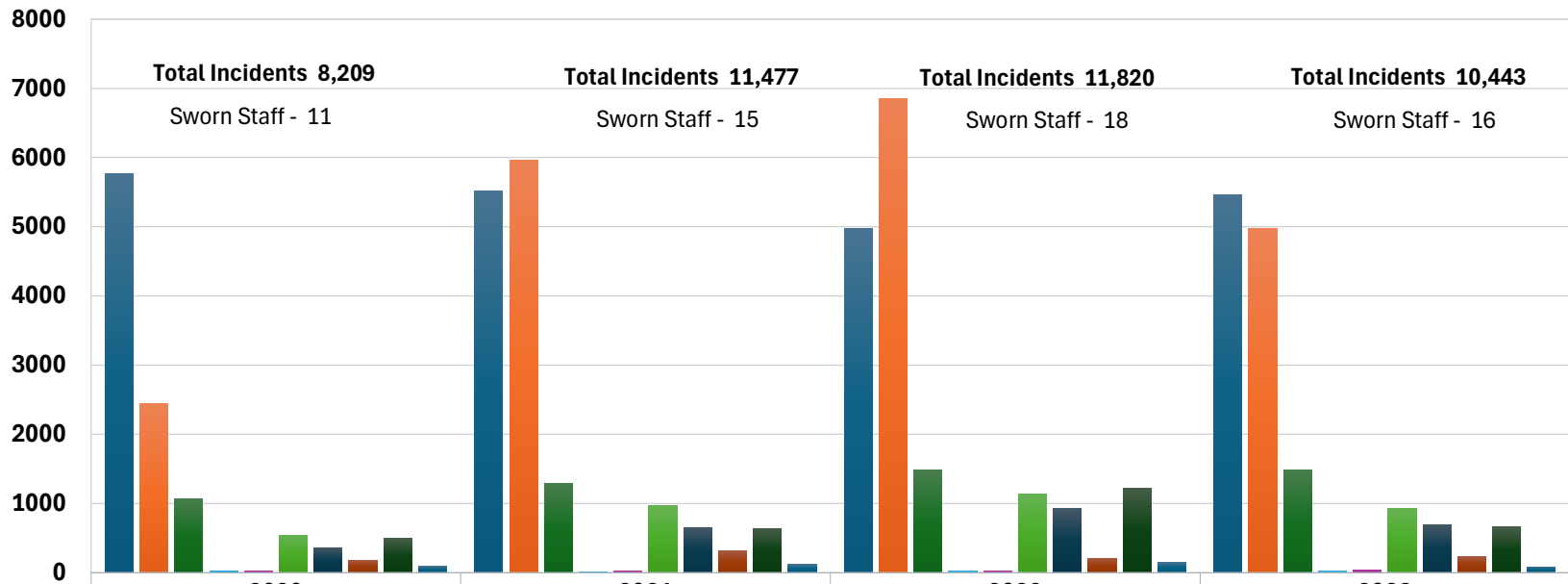
RECOMMENDATION:

None

ATTACHMENTS:

1. Patrol Statistics Graph 2020-2023
2. 2020-2023 PD Statistics

PATROL STATISTICS



Year	2020	2021	2022	2023
Calls for Service	5770	5512	4967	5465
Officer Initiated Incidents	2439	5965	6853	4978
Total Officer Cases	1066	1288	1485	1488
Collision	23	13	22	22
Collision Criminal	25	28	23	37
Total Misdemeanor & Felony Arrests	535	963	1132	931
Misdemeanor Arrests	358	646	929	699
Felony Arrests	177	317	203	232
Citations	492	640	1227	655
Warrant	86	118	146	76

**MCFARLAND POLICE DEPARTMENT**

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**PATROL STATISTICS
REPORTING PERIOD: 2020**

01/24/2024

Statistic	Count
Total Incidents	8209
Calls for Service	5770
Officer Initiated Incidents	2439
Traffic Stops	1116
Other OIA Incidents	1323
Bus/Building checks	25
Veh/Ped Check	184
 Total Officer Cases	 1066
Collision	23
Collision Criminal	25
Felony	353
Information	209
Infraction	2
Misdemeanor	454
Voided	0
Unclassified Cases	0
 Total Misdemeanor & Felony Arrests	 535
Misdemeanor Arrests	358
Adult	346
Juvenile	12
Felony Arrests	177
Adult	171
Juvenile	6
 Citations	 492
Infraction	84
Misdemeanor	209
Parking	33
VOID	12
Warning	58
Warrant	86
Unclassified	10
 FIs	 8

**MCFARLAND POLICE DEPARTMENT**

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**PATROL STATISTICS
REPORTING PERIOD: 2021**

01/24/2024

Statistic	Count
Total Incidents	11477
Calls for Service	5512
Officer Initiated Incidents	5965
Traffic Stops	3065
Other OIA Incidents	2900
Bus/Building checks	452
Veh/Ped Check	232
 Total Officer Cases	 1288
Collision	13
Collision Criminal	28
Felony	452
Information	148
Infraction	5
Misdemeanor	640
Voided	0
Unclassified Cases	2
 Total Misdemeanor & Felony Arrests	 963
Misdemeanor Arrests	646
Adult	623
Juvenile	23
Felony Arrests	317
Adult	302
Juvenile	15
 Citations	 640
Infraction	117
Misdemeanor	295
Moving Vehicle	1
Parking	29
VOID	3
Warning	66
Warrant	118
Unclassified	11
 FIs	 1

**MCFARLAND POLICE DEPARTMENT**

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**PATROL STATISTICS
REPORTING PERIOD: 2022**

01/24/2024

Statistic	Count
Total Incidents	11820
Calls for Service	4967
Officer Initiated Incidents	6853
Traffic Stops	3119
Other OIA Incidents	3734
Bus/Building checks	335
Veh/Ped Check	152
 Total Officer Cases	 1485
Collision	22
Collision Criminal	23
Felony	367
Information	164
Infraction	3
Misdemeanor	904
Voided	0
Unclassified Cases	2
 Total Misdemeanor & Felony Arrests	 1132
Misdemeanor Arrests	929
Adult	916
Juvenile	13
Felony Arrests	203
Adult	196
Juvenile	7
 Citations	 1227
Infraction	357
Misdemeanor	294
Parking	215
VOID	14
Warning	184
Warrant	146
Unclassified	17
 FIs	 3

**MCFARLAND POLICE DEPARTMENT**

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**PATROL STATISTICS
REPORTING PERIOD: 2023**

01/05/2024

Statistic	Count
Total Incidents	10443
Calls for Service	5465
Officer Initiated Incidents	4978
Traffic Stops	2335
Other OIA Incidents	2643
Bus/Building checks	210
Veh/Ped Check	107
 Total Officer Cases	 1488
Collision	22
Collision Criminal	37
Felony	390
Information	222
Infraction	13
Misdemeanor	794
Voided	4
Unclassified Cases	6
 Total Misdemeanor & Felony Arrests	 931
Misdemeanor Arrests	699
Adult	678
Juvenile	21
Felony Arrests	232
Adult	223
Juvenile	9
 Citations	 655
Infraction	227
Misdemeanor	167
Moving Vehicle	39
Parking	82
VOID	9
Warning	38
Warrant	76
Unclassified	17
 FIs	 3



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 12/2/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALL AMERICAN - ALL AMERICAN UNIFORMS LLC					
ALL AMERICAN UNIFORMS LLC	Inv. 502	12/18/2023	Inv. 502 Preston Garza (Work...	01-150-51800-0000-1	323.13
Vendor ALL AMERICAN - ALL AMERICAN UNIFORMS LLC Total:					323.13
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 21701	12/04/2023	INV 21701 Waste Water Acces...	01-310-52950-0000-1	104.24
American Office Solutions, LLC	INV 21705	12/04/2023	INV 21705 City Wireless APs 1...	01-310-52950-0000-1	84.61
American Office Solutions, LLC	INV 21748	12/04/2023	INV 21748 Prorated Coverage ...	01-310-52200-0000-1	2,249.20
American Office Solutions, LLC	INV 21777	12/04/2023	INV 21777 Monthly Services C...	01-130-52200-0000-1	3,600.00
American Office Solutions, LLC	INV 21797	12/07/2023	INV 21797 Police Dept Tickets...	01-310-52200-0000-1	550.00
American Office Solutions, LLC	INV 21816	12/18/2023	INV 21816 City Hall Server Rep...	01-310-52950-0000-1	4,565.78
Vendor American Office Solu - American Office Solutions, LLC Total:					11,153.83
Vendor: Andres Arias Jr - Andres Arias Jr					
Andres Arias Jr	Inv No 2333-1	12/04/2023	Inv No 2333-1 - City Hall Front...	01-130-56000-0000-1	450.00
Vendor Andres Arias Jr - Andres Arias Jr Total:					450.00
Vendor: Angela Gonzalez - Angela Gonzalez					
Angela Gonzalez	INV0025365	12/04/2023	Deposit Return 11.18.23 A. G...	01-24000-0000-1	250.00
Vendor Angela Gonzalez - Angela Gonzalez Total:					250.00
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	Inv. 287109	12/04/2023	Inv. 287109 Unit 53 - Oil Chan...	01-150-56600-0000-1	100.56
Arredondo Automotive Group	Inv. 287352	12/12/2023	Inv. 287352 Unit 24 -Oil Chan...	01-150-56600-0000-1	1,081.69
Arredondo Automotive Group	Inv. 287391	12/12/2023	Inv. 287391 Unit 29 - Service ...	01-150-56600-0000-1	166.15
Arredondo Automotive Group	Inv. 287392	12/12/2023	Inv. 287392 Unit 41 - 5 Key Co...	01-150-56000-2319-1	50.00
Arredondo Automotive Group	Inv. 287543	12/12/2023	Inv. 287543 Unit 45 - Oil Chan...	01-150-56600-0000-1	374.33
Arredondo Automotive Group	Inv. 287343	12/18/2023	Inv. 287343 Unit 43 - Battery,T...	01-150-56000-2319-1	50.00
Arredondo Automotive Group	Inv. 287343	12/18/2023	Inv. 287343 Unit 43 - Battery,T...	01-150-56600-0000-1	669.94
Arredondo Automotive Group	Inv. 287649	12/18/2023	Inv. 287649 Unit 25 - Radiator...	01-150-56600-0000-1	1,387.95
Arredondo Automotive Group	Inv. 287873	12/18/2023	Inv. 287873 Unit 46 - Heat Shi...	01-150-56600-0000-1	70.21
Vendor Arredondo Automotive - Arredondo Automotive Group Total:					3,950.83
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	287304246558X11102023	12/04/2023	AT&T Nov 2023 Monthly PW ...	01-180-57800-0000-1	90.06
At&t Mobility	287304246558X11102023	12/04/2023	AT&T Nov 2023 Monthly PW ...	30-500-57800-0000-1	95.10
At&t Mobility	287304246558X11102023	12/04/2023	AT&T Nov 2023 Monthly PW ...	32-510-57800-0000-1	1,368.06
At&t Mobility	287304246558X11102023	12/04/2023	AT&T Nov 2023 Monthly PW ...	34-520-57800-0000-1	45.03
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-105-57800-0000-1	20.37
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-110-57800-0000-1	27.73
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-115-57800-0000-1	47.38
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-140-57800-0000-1	11.38
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-155-57800-0000-1	11.38
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-160-57800-0000-1	11.38
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-165-57800-0000-1	62.31
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	01-175-57800-0000-1	11.38
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	30-500-57800-0000-1	129.70
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	31-505-57800-0000-1	15.80
At&t Mobility	Dec 2023 2873237972024X1...	12/19/2023	AT&T Dec 2023 Monthly Adm...	32-510-57800-0000-1	129.70
Vendor At&t Mobility - At&t Mobility Total:					2,076.76
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	Inv No 23-403	12/18/2023	Inv No 23-403 - TM 7214 ph 5...	01-140-56000-8472-1	422.50
BHT Engineering, Inc.	Inv No 23-404	12/18/2023	Inv No 23-404 - TM 7394 Ph 1 ...	01-140-56000-8472-1	860.00
BHT Engineering, Inc.	Inv No 23-405	12/18/2023	Inv No 23-405 - TM 7394 Ph 2	01-140-56000-8472-1	4,628.00
BHT Engineering, Inc.	Inv No 23-406	12/18/2023	Inv No 23-406 - TM 7394 Impr...	01-140-56000-8472-1	895.00
BHT Engineering, Inc.	Inv No 23-442	12/18/2023	Inv No 23-442 - LLA 23-01	01-140-56000-0000-1	480.00

Expense Approval Report

Payment Dates: 12/2/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BHT Engineering, Inc.	Inv No 23-443	12/18/2023	Inv No 23-443 - PM 23-01	01-140-56000-8474-1	645.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					7,930.50
Vendor: B-Line - B-Line Sales Inc.					
B-Line Sales Inc.	INV 36951	12/12/2023	INV 36951 Operational Suppli...	32-510-57400-0000-1	507.82
Vendor B-Line - B-Line Sales Inc. Total:					507.82
Vendor: bootbarn - Boot Barn					
Boot Barn	INV00320764	12/04/2023	FY23-24 BOOT BARN - CORTEZ...	32-510-51800-0000-1	180.23
Boot Barn	INV00320765	12/04/2023	FY23-24 BOOT BARN - MUNGI...	01-155-51800-0000-1	200.00
Vendor bootbarn - Boot Barn Total:					380.23
Vendor: Bowman Asphalt, Inc - Bowman Asphalt, Inc.					
Bowman Asphalt, Inc.	Bowman Asphalt Invoice 2 12....	12/12/2023	Bowman Asphalt Invoice 2 12....	25-000-52960-2303-1	123,067.81
Bowman Asphalt, Inc.	Bowman Asphalt Invoice 2 12....	12/12/2023	Bowman Asphalt Invoice 2 12....	25-000-52960-2304-1	169,576.60
Bowman Asphalt, Inc.	Bowman Asphalt Invoice 2 12....	12/12/2023	Bowman Asphalt Invoice 2 12....	25-000-52960-2305-1	238,277.96
Vendor Bowman Asphalt, Inc - Bowman Asphalt, Inc. Total:					530,922.37
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AG24443	12/04/2023	INV AG24443 BOD, TDS, TSS	30-500-58200-0000-1	300.00
BSK ASSOCIATES	INV AG24887	12/04/2023	INV AG24887 Coliform and E. ...	30-500-58200-0000-1	250.00
BSK ASSOCIATES	INV AG24904	12/04/2023	INV AG24904 Coliform and E. ...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AG26899	12/04/2023	INV AG26899 Coliform and E. ...	30-500-58200-0000-1	250.00
BSK ASSOCIATES	INV AG23570	12/12/2023	INV AG23570 Quanti-Tray Coli...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AG26747	12/12/2023	INV AG26747 BOD TSS	32-510-58200-0000-1	150.00
BSK ASSOCIATES	INV AG27196	12/12/2023	INV AG27196 Quianti-Tray Col...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AG27479	12/12/2023	INV AG27479 Quanti Tray Coli...	32-510-58200-0000-1	130.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					1,560.00
Vendor: CA Department of Jus - CA Department of Justice					
CA Department of Justice	Inv. 695263	12/04/2023	Inv. 695263 Live Scan - PD	01-150-56000-2319-1	51.00
Vendor CA Department of Jus - CA Department of Justice Total:					51.00
Vendor: CALED - California Association for Local Economic Development					
California Association for Local..	INV 300005067	12/04/2023	INV 300005067 Cal Ed	01-140-52000-0000-1	500.00
Vendor CALED - California Association for Local Economic Development Total:					500.00
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 84688	11/21/2023	INV 84688 Sewer Master Plan	30-500-56000-7820-1	6,982.50
Cannon Corporation	INV 86148	12/04/2023	INV 86148 State Revolving Fu...	30-500-56000-7820-1	1,133.50
Cannon Corporation	INV 86149	12/04/2023	INV 86149 Sewer Master Plan	30-500-56000-7820-1	7,472.50
Cannon Corporation	INV 86407	12/12/2023	INV 86407 SRF State Revolving...	30-500-52200-0000-1	256.00
Cannon Corporation	INV 86408	12/12/2023	INV 86408 Sewer Master Plan	30-500-56000-7820-1	3,944.00
Cannon Corporation	INV 86409	12/12/2023	INV 86409 Tract 7394 Sewer &...	30-500-52200-0000-1	953.50
Vendor Cannon - Cannon Corporation Total:					20,742.00
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4162990018	12/04/2023	INV 4162990018 Cintas	01-180-51800-0000-1	68.19
Cintas Corporation No.3	INV 4162990018	12/04/2023	INV 4162990018 Cintas	20-200-51800-0000-1	13.06
Cintas Corporation No.3	INV 4162990018	12/04/2023	INV 4162990018 Cintas	30-500-51800-0000-1	34.82
Cintas Corporation No.3	INV 4162990018	12/04/2023	INV 4162990018 Cintas	32-510-51800-0000-1	29.02
Cintas Corporation No.3	INV 4173583743	12/04/2023	INV 4173583743 Cintas	01-180-51800-0000-1	97.27
Cintas Corporation No.3	INV 4173583743	12/04/2023	INV 4173583743 Cintas	20-200-51800-0000-1	10.57
Cintas Corporation No.3	INV 4173583743	12/04/2023	INV 4173583743 Cintas	30-500-51800-0000-1	52.86
Cintas Corporation No.3	INV 4173583743	12/04/2023	INV 4173583743 Cintas	32-510-51800-0000-1	50.75
Cintas Corporation No.3	INV 4175053719	12/04/2023	INV 4175053719 Cintas	01-180-51800-0000-1	94.00
Cintas Corporation No.3	INV 4175053719	12/04/2023	INV 4175053719 Cintas	20-200-51800-0000-1	10.22
Cintas Corporation No.3	INV 4175053719	12/04/2023	INV 4175053719 Cintas	30-500-51800-0000-1	51.08
Cintas Corporation No.3	INV 4175053719	12/04/2023	INV 4175053719 Cintas	32-510-51800-0000-1	49.04
Cintas Corporation No.3	Inv. 5186336109	12/04/2023	Inv. 5186336109 - AED PD	01-150-56000-2319-1	105.62
Vendor Cintas - Cintas Corporation No.3 Total:					666.50
Vendor: CivicPlus - CivicPlus LLC					
CivicPlus LLC	INV 277251	12/04/2023	INV 277251 Municode Electro...	01-111-52200-0000-1	3,100.00
Vendor CivicPlus - CivicPlus LLC Total:					3,100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV T865938	12/04/2023	INV T865938 Water Dept. Op. ...	32-510-57400-0000-1	173.73
Core & Main LP	INV T899623	12/04/2023	INV T899623 WWTP Operatio...	30-500-57400-0000-1	436.26
Vendor Core & Main LP - Core & Main LP Total:					609.99
Vendor: CSG Consultants, Inc - CSG Consultants, Inc.					
CSG Consultants, Inc.	INV B232088	12/27/2023	INV B232088 Building Plan Re...	01-160-51400-0000-1	800.03
Vendor CSG Consultants, Inc - CSG Consultants, Inc. Total:					800.03
Vendor: CSJVRMA - CSJVRMA					
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-105-54400-0000-1	77.30
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-110-54400-0000-1	695.94
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-111-54400-0000-1	189.64
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-112-54400-0000-1	141.72
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-115-54400-0000-1	427.39
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-140-54400-0000-1	1,040.30
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-150-54400-0000-1	24,732.20
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-155-54400-0000-1	712.97
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-160-54400-0000-1	889.26
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-165-54400-0000-1	721.99
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-175-54400-0000-1	352.29
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	01-180-54400-0000-1	2,930.92
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	30-500-54400-0000-1	7,016.32
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	31-505-54400-0000-1	1,995.17
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	32-510-54400-0000-1	7,599.71
CSJVRMA	CSJVRMA RMA 2024-0172 Liab..	12/18/2023	CSJVRMA RMA 2024-0172 Liab..	34-520-54400-0000-1	373.88
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-105-50600-0000-1	101.75
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-110-50600-0000-1	916.16
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-111-50600-0000-1	249.64
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-112-50600-0000-1	186.57
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-115-50600-0000-1	562.63
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-140-50600-0000-1	1,369.49
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-150-50600-0000-1	32,558.34
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-155-50600-0000-1	938.59
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-160-50600-0000-1	1,170.66
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-165-50600-0000-1	950.45
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-175-50600-0000-1	463.76
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	01-180-50600-0000-1	3,858.37
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	20-200-50600-0000-1	625.83
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	30-500-50600-0000-1	9,236.53
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	31-505-50600-0000-1	2,626.51
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	32-510-50600-0000-1	10,004.53
CSJVRMA	CSJVRMA RMA 2024-0172 Wo...	12/18/2023	CSJVRMA RMA 2024-0172 Wo...	34-520-50600-0000-1	492.19
Vendor CSJVRMA - CSJVRMA Total:					116,209.00
Vendor: D/B/A USABUEBOOK - D/B/A USABUEBOOK					
D/B/A USABUEBOOK	INV 00196167	12/04/2023	INV 00196167 Series C7 Feed ...	32-510-57400-0000-1	2,471.35
Vendor D/B/A USABUEBOOK - D/B/A USABUEBOOK Total:					2,471.35
Vendor: Daniels Tire Service - Daniels Tire Service					
Daniels Tire Service	Inv. 240170631	12/04/2023	Inv. 240170631 2 Tires # 48 A...	01-155-56600-0000-1	435.10
Daniels Tire Service	Inv. 240171736	12/18/2023	Inv. 240171736 1 Tire # 39	01-150-56600-0000-1	192.59
Vendor Daniels Tire Service - Daniels Tire Service Total:					627.69
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Serv...	Inv. 81365406	12/04/2023	Inv. 81365406 11/11/23 500-...	01-130-52200-0000-1	117.99
De Lage Landen Financial Serv...	Inv. 81437520	12/04/2023	Inv. 81437520 11/25/23 500-...	01-150-52200-0000-1	150.47
De Lage Landen Financial Serv...	INV 81510767	12/18/2023	INV 81510767 12/09/23 500-...	01-150-52200-0000-1	119.06
De Lage Landen Financial Serv...	INV 81583721	12/18/2023	INV 81583721 12/09/23 500-...	01-150-52200-0000-1	123.89
Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:					511.41
Vendor: DEL-TECH - DEL-TECH					
DEL-TECH	INV 6394	12/04/2023	INV 6394 WWTP Purging, Logg...	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV31194339	12/18/2023	INV31194339 November Mon...	32-510-58000-0000-1	5,451.39
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					5,451.39
Vendor: Douglas Environmenta - Douglas Keith Brown					
Douglas Keith Brown	Inv No 2370	12/18/2023	Inv No 2370 - SJ Renewables ...	01-140-56000-8224-1	607.20
Douglas Keith Brown	Inv No 2378	12/18/2023	Inv No 2378 - SJ Renewables ...	01-140-56000-8224-1	1,278.64
Vendor Douglas Environmenta - Douglas Keith Brown Total:					1,885.84
Vendor: EDD - EDD					
EDD	INV0025460	12/15/2023	State Income Tax Withholding	32-22200-0000-1	5.79
EDD	INV0025461	12/15/2023	SDI - State Disability Insurance	32-22200-0000-1	6.54
EDD	INV0025470	12/21/2023	State Income Tax Withholding	01-22200-0000-1	146.29
EDD	INV0025471	12/21/2023	SDI - State Disability Insurance	01-22200-0000-1	26.75
Vendor EDD - EDD Total:					185.37
Vendor: Edison - Edison					
Edison	Edison November 2023 Month..	12/07/2023	700539630040	01-180-58100-0000-1	1,604.26
Edison	Edison November 2023 Month..	12/07/2023	700326486684	01-180-58100-0000-1	68.38
Edison	Edison November 2023 Month..	12/07/2023	700091551977	01-180-58100-0000-1	13.65
Edison	Edison November 2023 Month..	12/07/2023	700457158822	01-180-58100-0000-1	395.89
Edison	Edison November 2023 Month..	12/07/2023	700599695773	01-180-58100-0000-1	165.37
Edison	Edison November 2023 Month..	12/07/2023	700669486061	01-180-58100-0000-1	668.57
Edison	Edison November 2023 Month..	12/07/2023	700494850594	30-500-58000-0000-1	81.27
Edison	Edison November 2023 Month..	12/07/2023	700468456995	32-510-58000-0000-1	4,866.87
Vendor Edison - Edison Total:					7,864.26
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Paymen...	INV0025459	12/15/2023	Social Security	32-22100-0000-1	90.10
Electronic Federal Tax Paymen...	INV0025462	12/15/2023	Medicare	32-22150-0000-1	21.08
Electronic Federal Tax Paymen...	INV0025468	12/21/2023	Federal Income Tax Withholdi...	01-22050-0000-1	429.10
Electronic Federal Tax Paymen...	INV0025469	12/21/2023	Social Security	01-22100-0000-1	368.62
Electronic Federal Tax Paymen...	INV0025472	12/21/2023	Medicare	01-22150-0000-1	86.22
Vendor EFTPS - Electronic Federal Tax Payment System Total:					995.12
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	Nov 23 66179234370317155	12/04/2023	Frontier Nov 23 66179234370...	01-185-57800-0000-1	99.49
Frontier California Inc.	December 661792339107020...	12/18/2023	Frontier December 66179233...	30-500-57800-0000-1	224.43
Frontier California Inc.	Nov 2023 530198219407130...	12/18/2023	Frontier Nov 2023 530198219...	32-510-57800-0000-1	57.15
Frontier California Inc.	Dec 2023 66179201610621105	12/18/2023	Frontier Dec 2023 661792016...	01-150-57800-0000-1	249.95
Frontier California Inc.	Oct 2023 53019821940713045	12/18/2023	Frontier Oct 2023 530198219...	32-510-57800-0000-1	43.04
Vendor Frontier - Frontier California Inc. Total:					674.06
Vendor: Gabriel Rivera - Gabriel Rivera					
Gabriel Rivera	INV0025367	12/04/2023	Deposit Return 11.19.23 G. Ri...	01-24000-0000-1	350.00
Vendor Gabriel Rivera - Gabriel Rivera Total:					350.00
Vendor: Gabriela Bravo - Gabriela Bravo					
Gabriela Bravo	Inv 05/25/2023	12/12/2023	Interpreting Inv 05/25/2023 Ci...	01-105-52200-0000-1	150.00
Vendor Gabriela Bravo - Gabriela Bravo Total:					150.00
Vendor: gotocom - GoTo Communications Inc					
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-105-57800-0000-1	8.60
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-110-57800-0000-1	26.89
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-115-57800-0000-1	30.12
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-140-57800-0000-1	30.12
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-150-57800-0000-1	258.15
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-155-57800-0000-1	8.60
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-160-57800-0000-1	8.60
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-165-57800-0000-1	24.31
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-175-57800-0000-1	30.12
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	01-180-57800-0000-1	35.90
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	20-200-57800-0000-1	0.65
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	30-500-57800-0000-1	153.38
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	31-505-57800-0000-1	63.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GoTo Communications Inc	IN7102476851	12/05/2023	IN7102476851 Go To Monthly...	32-510-57800-0000-1	138.56
Vendor gotocom - GoTo Communications Inc Total:					817.46

Vendor: Grainger - Grainger

Grainger	INV 9860422436	12/04/2023	INV 9860422436 Keyed Padlo...	32-510-57400-0000-1	1,525.87
Grainger	INV 9866767438	12/04/2023	INV 9866767438 Five Function...	32-510-57400-0000-1	223.06
Vendor Grainger - Grainger Total:					1,748.93

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 826864	12/04/2023	INV 826864 Napa Gold, Fuel Fi...	01-180-56410-0000-1	231.39
Granite Auto Parts Inc	INV 826864	12/04/2023	INV 826864 Napa Gold, Fuel Fi...	30-500-56410-0000-1	231.39
Granite Auto Parts Inc	INV 838043	12/12/2023	INV 838043 WWTP Operating ...	30-500-57400-0000-1	91.37
Granite Auto Parts Inc	INV 838044	12/12/2023	INV 838044 WWTP Operating ...	30-500-57400-0000-1	81.18
Granite Auto Parts Inc	INV 837875	12/18/2023	INV 837875 Fitting	32-510-56400-0000-1	2.77
Granite Auto Parts Inc	INV 837972	12/18/2023	INV 837972 Repairs & Maint. ...	32-510-56400-0000-1	15.80
Granite Auto Parts Inc	INV 838289	12/18/2023	INV 838289 Facilities Mainten...	01-190-57400-0000-1	6.48
Granite Auto Parts Inc	INV 834181	12/27/2023	INV 834181 WW Supplies	30-500-57400-0000-1	37.54
Granite Auto Parts Inc	INV 837065	12/27/2023	INV 837065 LLM Supplies	20-200-57400-0000-1	93.06
Granite Auto Parts Inc	INV 837215	12/27/2023	INV 837215 Streets Supplies	01-180-57400-0000-1	42.75
Granite Auto Parts Inc	INV 837229	12/27/2023	INV 837229 Water Dept Suppl...	32-510-56600-0000-1	31.68
Granite Auto Parts Inc	INV 837567	12/27/2023	INV 837567 Water Dept. Suppl...	01-180-57400-0000-1	23.07
Granite Auto Parts Inc	INV 837720	12/27/2023	INV 837720 Water Dept Vehic...	32-510-56600-0000-1	59.03
Granite Auto Parts Inc	INV 837982	12/27/2023	INV 837982 LLM Supplies	20-200-57400-0000-1	32.46
Granite Auto Parts Inc	INV837434	12/27/2023	INV 837434 Water Dept. Vehic...	32-510-56600-0000-1	157.32
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					1,137.29

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-105-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-110-54000-0000-1	14.12
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-115-54000-0000-1	13.00
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-140-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-150-54000-0000-1	811.31
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-155-54000-0000-1	32.45
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-160-54000-0000-1	10.77
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-175-54000-0000-1	1.11
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	01-180-54000-0000-1	129.79
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	20-200-54000-0000-1	43.22
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	30-500-54000-0000-1	81.12
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	32-510-54000-0000-1	32.45
Gregs Petroleum	Fuel INV 422970	12/04/2023	Fuel INV 422970 11/24/23	34-520-54000-0000-1	64.89
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-105-54000-0000-1	2.52
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-110-54000-0000-1	16.91
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-115-54000-0000-1	15.57
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-140-54000-0000-1	2.52
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-150-54000-0000-1	971.72
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-155-54000-0000-1	38.86
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-160-54000-0000-1	12.90
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-175-54000-0000-1	1.33
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	01-180-54000-0000-1	155.45
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	20-200-54000-0000-1	51.77
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	30-500-54000-0000-1	97.15
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	32-510-54000-0000-1	38.86
Gregs Petroleum	Fuel INV 423527	12/04/2023	Fuel INV 423527 11/28/23	34-520-54000-0000-1	77.72
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-105-54000-0000-1	1.92
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-110-54000-0000-1	12.88
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-115-54000-0000-1	11.86
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-140-54000-0000-1	1.92
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-150-54000-0000-1	740.08
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-155-54000-0000-1	29.60
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-160-54000-0000-1	9.83
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-175-54000-0000-1	1.02
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	01-180-54000-0000-1	118.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	20-200-54000-0000-1	39.43
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	30-500-54000-0000-1	74.00
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	32-510-54000-0000-1	29.60
Gregs Petroleum	Fuel INV 424671	12/04/2023	Fuel INV 424671 12/01/23	34-520-54000-0000-1	59.20
Vendor Gregs Petroleum - Gregs Petroleum Total:					3,851.47
Vendor: Haaker Equipment Co. - Haaker Equipment Co.					
Haaker Equipment Co.	INV C5A0UA	12/04/2023	INV C5A0UA WWTP Equipment	30-500-57400-0000-1	2,373.10
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					2,373.10
Vendor: HDS WHITE CAP - HDS WHITE CAP					
HDS WHITE CAP	INV 10018970379	12/04/2023	INV 10018970379 Tech Level...	32-510-57400-0000-1	1,333.59
Vendor HDS WHITE CAP - HDS WHITE CAP Total:					1,333.59
Vendor: Herc Rentals Inc - Herc Rentals Inc					
Herc Rentals Inc	INV 34179672-002	12/12/2023	INV 34179672-002 Equipment...	30-500-53800-0000-1	3,164.63
Vendor Herc Rentals Inc - Herc Rentals Inc Total:					3,164.63
Vendor: Hodges - Hodges Law Group					
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Reimbursable Legal...	01-130-56100-0000-1	4,847.00
Hodges Law Group	INV 00561	12/20/2023	INV 00561 City Council Legal S...	01-130-56100-0000-1	4,304.00
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Administration Leg...	01-130-56100-0000-1	1,017.50
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Public Works Legal ...	01-130-56100-0000-1	985.50
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Community Develo...	01-130-56100-0000-1	388.50
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Police Department ...	01-130-56100-0000-1	157.50
Hodges Law Group	INV 00561	12/20/2023	INV 00561 Human Resources ...	01-130-56100-0000-1	3,213.00
Vendor Hodges - Hodges Law Group Total:					14,913.00
Vendor: Home Depot - Home Depot					
Home Depot	HD CC #2532 10.05.23	12/12/2023	HD CC #2532 10.05.23 WW Off..	30-500-57200-0000-1	41.04
Home Depot	HD CC #2532 11.17.23	12/12/2023	HD CC #2532 11.17.23 Vet. Hal..	01-185-56400-0000-1	17.18
Home Depot	HD CC #2532 11.22.23	12/12/2023	HD CC #2532 11.22.23 Water ...	32-510-57400-0000-1	21.63
Home Depot	HD CC #2532 12.06.23	12/12/2023	HD CC #2532 12.06.23 Street ...	01-180-57400-0000-1	77.81
Home Depot	HD CC #2532 12.06.23 Facilities	12/12/2023	HD CC #2532 12.06.23 Facilitie...	01-190-57400-0000-1	77.07
Home Depot	HD CC #2532 12.08.23	12/12/2023	HD CC #2532 12.08.23 Facility...	01-190-57400-0000-1	28.06
Home Depot	HD CC #2532 12.08.23 LLM	12/12/2023	HD CC #2532 12.08.23 LLM Su...	20-200-57400-0000-1	16.30
Home Depot	Receipt 84260009785411	12/12/2023	HD CC #2532 Receipt 842600...	30-500-57400-0000-1	607.26
Home Depot	INV08.03.23 AUTH003375/75...	12/27/2023	HC #2532 08.03.23 WW Suppl...	30-500-57400-0000-1	268.04
Home Depot	INV09.11.23 AUT011448/852...	12/27/2023	HD CC #2532 09.11.23 Supplies	30-500-57400-0000-1	112.68
Home Depot	INV11.14.23 AUTH014814/45...	12/27/2023	HD CC #2532 11.14.23 LLM O...	20-200-57400-0000-1	186.10
Home Depot	INV11.15.23 AUTH015529/35...	12/27/2023	HC #2532 11.15.23 City Hall F...	01-190-56400-0000-1	352.36
Home Depot	INV11.16.23 AUTH016358/25...	12/27/2023	HD CC #2532 11.16.23 Vet. Hal...	01-185-56400-0000-1	84.19
Home Depot	INV11.16.23 AUTH016566/25...	12/27/2023	HD CC #2532 11.16.23 Sign Re...	01-180-57400-0000-1	174.11
Vendor Home Depot - Home Depot Total:					2,063.83
Vendor: interstateGroup - Interstate Group LLC					
Interstate Group LLC	INV TRPL24-50932	12/21/2023	INV TRPL24-50932 Lift Trailer	01-180-52950-0000-1	4,731.92
Vendor interstateGroup - Interstate Group LLC Total:					4,731.92
Vendor: Interwest Consulting - Interwest Consulting					
Interwest Consulting	INV 181366	12/27/2023	INV 181366 Plan Review Servi...	01-160-51400-0000-1	180.00
Vendor Interwest Consulting - Interwest Consulting Total:					180.00
Vendor: Jim Burke - Jim Burke					
Jim Burke	Inv. 739787	12/04/2023	Inv. 739787 Unit 47 Oil Change..	01-150-56600-0000-1	96.30
Jim Burke	Inv. 740904	12/12/2023	Inv. 740904 Unit 40 Oil Change..	01-150-56600-0000-1	96.30
Jim Burke	Inv. 249295C	12/18/2023	Inv. 249295C Unit 39 Oil Chan...	01-150-56600-0000-1	148.72
Vendor Jim Burke - Jim Burke Total:					341.32
Vendor: John Hancock - John Hancock					
John Hancock	INV0025466	12/21/2023	401K Loan 1	01-20800-0000-1	117.75
John Hancock	INV0025467	12/21/2023	401k Contribution	01-20800-0000-1	297.28
Vendor John Hancock - John Hancock Total:					415.03
Vendor: EST150 - Juan Estrada					
Juan Estrada	INV0025475	12/27/2023	Juan Estrada - M&IE DUI Semi...	01-150-52010-0000-1	407.00
Vendor EST150 - Juan Estrada Total:					407.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	November 2023 Gate Fee	12/07/2023	November 2023 Gate Fee	31-505-52800-0000-1	5,345.34
Vendor K.C. Waste - K.C. Waste Total:					5,345.34
Vendor: Kenneth Muller - Kenneth Muller					
Kenneth Muller	INV0025474	12/27/2023	Kenneth Muller - Travel / M&I...	01-150-52010-0000-1	407.00
Vendor Kenneth Muller - Kenneth Muller Total:					407.00
Vendor: Kenneth - Kenneth Williams					
Kenneth Williams	INV0025458	12/12/2023	2017 Ford Fusion Oil Change	01-110-56600-0000-1	81.71
Vendor Kenneth - Kenneth Williams Total:					81.71
Vendor: Kern County Clerk - Kern County Clerk					
Kern County Clerk	County Clerk Recording Fee - ...	12/14/2023	County Clerk Recording Fee - ...	01-140-41400-2325-1	2,814.00
Vendor Kern County Clerk - Kern County Clerk Total:					2,814.00
Vendor: District Attorney - Kern County District Attorney's Office					
Kern County District Attorney'...	No. 20-00588/586	12/12/2023	Asset Forfeiture Case No. 20-...	01-150-56900-0000-1	62,310.00
Vendor District Attorney - Kern County District Attorney's Office Total:					62,310.00
Vendor: Kern County Sheriff - Kern County Sheriff					
Kern County Sheriff	INV0025391	12/12/2023	Inv. 9025 Tobacco Operation ...	01-150-56000-2319-1	1,071.61
Vendor Kern County Sheriff - Kern County Sheriff Total:					1,071.61
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	Inv. 0000574157	12/04/2023	Inv. 0000574157 Monthly Serv..	01-155-51100-0000-1	220.50
Vendor KOEFRAN - Koefran Industries, Inc. Total:					220.50
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 15705527	12/18/2023	INV 15705527 Xerox C8155 M...	01-130-52200-0000-1	400.53
Vendor Leaf - LEAF Capital Funding LLC Total:					400.53
Vendor: Marco Perez - Marco Perez					
Marco Perez	INV11.09.2023	12/27/2023	Interpreting Inv 11/09/2023 Ci...	01-105-52200-0000-1	150.00
Marco Perez	INV11.30.2023	12/27/2023	Interpreting Inv 11/30/2023 Ci...	01-105-52200-0000-1	150.00
Marco Perez	INV12.14.23	12/27/2023	Interpreting Inv 12/14/2023 Ci...	01-105-52200-0000-1	150.00
Vendor Marco Perez - Marco Perez Total:					450.00
Vendor: Golden Empire Water - Mario A. Cervantes					
Mario A. Cervantes	INV 1364	12/18/2023	INV 1364 June 2023 Service	32-510-50100-0000-1	2,280.00
Vendor Golden Empire Water - Mario A. Cervantes Total:					2,280.00
Vendor: Marvin Pop - Marvin Pop					
Marvin Pop	INV0025464	12/18/2023	Medical DOT Reimbursement	30-500-56000-0000-1	62.00
Vendor Marvin Pop - Marvin Pop Total:					62.00
Vendor: Matthew Dewar - Matthew Dewar					
Matthew Dewar	INV0025473	12/27/2023	Matthew Dewar - Travel / M&...	01-150-52010-0000-1	650.88
Vendor Matthew Dewar - Matthew Dewar Total:					650.88
Vendor: McFarland Family Res - McFarland Family Resource Center					
McFarland Family Resource C...	INV0025364	12/04/2023	Toys for Tots - Community Gr...	01-105-57100-2406-1	2,500.00
Vendor McFarland Family Res - McFarland Family Resource Center Total:					2,500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 30761	12/27/2023	INV 30761 WW Vehicle Maine...	30-500-56600-0000-1	105.00
McFarland Tire	INV 32244	12/27/2023	INV 32244 LLM Vehicle Maint...	20-200-56000-0000-1	20.00
Vendor McFarland Tire - McFarland Tire Total:					125.00
Vendor: Office Depot - Office Depot					
Office Depot	INV 342996261001	12/04/2023	INV 342996261001 Finance Of...	01-115-57200-0000-1	23.96
Office Depot	INV 342996261001	12/04/2023	INV 342996261001 Finance Of...	30-500-57200-0000-1	71.88
Office Depot	INV 342996261001	12/04/2023	INV 342996261001 Finance Of...	31-505-57200-0000-1	71.89
Office Depot	INV 342996261001	12/04/2023	INV 342996261001 Finance Of...	32-510-57200-0000-1	71.89
Office Depot	Inv. 341191806001	12/04/2023	Inv. 341191806001 HR Office ...	01-112-57200-0000-1	139.71
Office Depot	Inv. 341358973001	12/04/2023	Inv. 341358973001 PD Office ...	01-150-57200-0000-1	66.56
Office Depot	INV343593245001	12/27/2023	Inv. 343593245001 PD	01-150-57200-0000-1	72.36
Office Depot	INV343593245001	12/27/2023	Inv. 343593245001 Animal Co...	01-155-57200-0000-1	12.12
Office Depot	INV343593245001	12/27/2023	Inv. 343593245001 Animal Co...	01-155-57400-0000-1	30.76
Office Depot	INV346689537-001	12/27/2023	Order346689537-001 Office S...	01-140-57200-0000-1	9.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	INV346689537-001	12/27/2023	Order346689537-001 Office S...	01-160-57200-0000-1	28.80
Office Depot	INV346689537-001	12/27/2023	Order346689537-001 Office S...	01-175-57200-0000-1	16.06
Office Depot	INV346690945-001	12/27/2023	Order346690945-001 Office S...	01-140-57200-0000-1	6.49
Office Depot	INV346690945-001	12/27/2023	Order346690945-001 Office S...	01-160-57200-0000-1	6.49
Office Depot	INV346690945-001	12/27/2023	Order346690945-001 Office S...	01-175-57200-0000-1	6.49
Vendor Office Depot - Office Depot Total:					635.34

Vendor: PG&E COMPANY - PG&E COMPANY

PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	7576987527-1	01-180-58000-0000-1	239.54
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	4453174177-3	01-180-58000-0000-1	491.95
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	9777659623-7	01-180-58000-0000-1	9.53
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	4022268837-2	01-180-58000-0000-1	141.45
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0891499733-6	01-180-58000-0000-1	87.32
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0664171738-1	01-180-58000-0000-1	61.86
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	2514556883-5	01-180-58000-0000-1	23.51
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	1601672325-2	01-180-58100-0000-1	271.58
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	4483764300-4	01-180-58100-0000-1	51.47
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	2012021553-6	01-180-58100-0000-1	1,023.59
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0741726506-8	01-180-58100-0000-1	509.20
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	7663752590-8	01-180-58100-0000-1	25.25
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	3877090180-9	01-180-58100-0000-1	425.80
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5490736244-3	01-180-58100-0000-1	38.06
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5568620890-5	01-180-58100-0000-1	9.82
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	356448726-8	01-180-58100-0000-1	1.23
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5629608181-5	01-180-58100-0000-1	27.12
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	4191871709-5	01-185-58000-0000-1	1,106.40
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	7668473786-9	01-190-58000-0000-1	2,533.20
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	7336692458-4	20-200-58100-0000-1	1,448.24
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0979037755-1	20-200-58100-0000-1	45.77
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	3047362805-2	20-200-58100-0000-1	165.88
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	6372122228-7	20-200-58100-0000-1	710.69
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0309941756-4	20-200-58100-0000-1	252.70
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5794429226-7	20-200-58100-0000-1	225.16
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	9048125100-8	30-500-58000-0000-1	222.07
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5490736244-3	30-500-58000-0000-1	38.07
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	5842445837-8	30-500-58000-0000-1	215.40
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	6395880662-0	32-510-58000-0000-1	23.82
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0843084856-7	32-510-58000-0000-1	232.59
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0382494192-0	32-510-58000-0000-1	9.53
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	0425382282-1	32-510-58000-0000-1	120.08
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	7699604118-2	32-510-58000-0000-1	210.12
PG&E COMPANY	PG&E November 2023 Monthl...	12/07/2023	2687153110-4	32-510-58000-0000-1	20,077.50
Vendor PG&E COMPANY - PG&E COMPANY Total:					31,075.50

Vendor: Pitney Bowes Global - Pitney Bowes Global

Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-105-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-110-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-115-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-130-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-140-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-150-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-155-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-160-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-165-55600-0000-1	14.55
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	01-175-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	30-500-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	31-505-55600-0000-1	14.56
Pitney Bowes Global	INV 3106414988	12/18/2023	INV 3106414988 10/10/23-01...	32-510-55600-0000-1	14.56
Vendor Pitney Bowes Global - Pitney Bowes Global Total:					189.22

Vendor: Pitney Bowes - Pitney Bowes

Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-105-55600-0000-1	11.39
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-110-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-115-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-130-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-140-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-150-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-155-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-160-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-165-55600-0000-1	11.40
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	01-175-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	30-500-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	31-505-55600-0000-1	11.39
Pitney Bowes	8000-9000-0937-7825 12/05/...	12/18/2023	8000-9000-0937-7825 12/05/...	32-510-55600-0000-1	11.39
Vendor Pitney Bowes - Pitney Bowes Total:					148.08

Vendor: police records - Police Records and Information Management Group Inc

Police Records and Informatio...	Inv. 23650	12/04/2023	Inv. 23650 CA Public Records ...	01-150-52000-0000-1	209.25
Vendor police records - Police Records and Information Management Group Inc Total:					209.25

Vendor: Pre-Paid Legal - Pre-Paid Legal

Pre-Paid Legal	INV0025199	11/02/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					24.90

Vendor: Quad Knopf - Quad Knopf

Quad Knopf	INV 121067	12/04/2023	INV 121067 Community Gard...	25-000-52960-8425-1	2,063.00
Vendor Quad Knopf - Quad Knopf Total:					2,063.00

Vendor: Samantha Morales - Samantha Morales

Samantha Morales	INV0025465	12/18/2023	Deposit Return 11.04.23 S. Mo...	01-24000-0000-1	300.00
Vendor Samantha Morales - Samantha Morales Total:					300.00

Vendor: SECURE SYSTEMS - SECURE SYSTEMS

SECURE SYSTEMS	P261568	12/04/2023	Secure Systems P261568	01-150-52200-0000-1	74.40
SECURE SYSTEMS	P261568	12/04/2023	Secure Systems P261568	01-185-52200-0000-1	74.40
SECURE SYSTEMS	P261568	12/04/2023	Secure Systems P261568	01-190-52200-0000-1	74.40
SECURE SYSTEMS	P261568	12/04/2023	Secure Systems P261568	30-500-52200-0000-1	74.40
SECURE SYSTEMS	P261568	12/04/2023	Secure Systems P261568	32-510-52200-0000-1	74.40
SECURE SYSTEMS	P262519	12/04/2023	Secure Systems P262519	01-150-52200-0000-1	74.40
SECURE SYSTEMS	P262519	12/04/2023	Secure Systems P262519	01-185-52200-0000-1	74.40
SECURE SYSTEMS	P262519	12/04/2023	Secure Systems P262519	01-190-52200-0000-1	74.40
SECURE SYSTEMS	P262519	12/04/2023	Secure Systems P262519	30-500-52200-0000-1	74.40
SECURE SYSTEMS	P262519	12/04/2023	Secure Systems P262519	32-510-52200-0000-1	74.40
SECURE SYSTEMS	P263453	12/04/2023	Secure Systems P263453	01-150-52200-0000-1	74.40
SECURE SYSTEMS	P263453	12/04/2023	Secure Systems P263453	01-185-52200-0000-1	74.40
SECURE SYSTEMS	P263453	12/04/2023	Secure Systems P263453	01-190-52200-0000-1	74.40
SECURE SYSTEMS	P263453	12/04/2023	Secure Systems P263453	30-500-52200-0000-1	74.40
SECURE SYSTEMS	P263453	12/04/2023	Secure Systems P263453	32-510-52200-0000-1	74.40
SECURE SYSTEMS	P260407	12/04/2023	Secure Systems P260407	01-150-52200-0000-1	74.40
SECURE SYSTEMS	P260407	12/04/2023	Secure Systems P260407	01-185-52200-0000-1	74.40
SECURE SYSTEMS	P260407	12/04/2023	Secure Systems P260407	01-190-52200-0000-1	74.40
SECURE SYSTEMS	P260407	12/04/2023	Secure Systems P260407	30-500-52200-0000-1	74.40
SECURE SYSTEMS	P260407	12/04/2023	Secure Systems P260407	32-510-52200-0000-1	74.40
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					1,488.00

Vendor: Serda's Plumbing - Serda's Plumbing

Serda's Plumbing	Inv 306005	12/04/2023	Inv 306005 Animal Shelter Ke...	01-155-56400-0000-1	280.00
Vendor Serda's Plumbing - Serda's Plumbing Total:					280.00

Vendor: Serrena McCuan - SERRENA MCCUAN

SERRENA MCCUAN	INV0025392	12/12/2023	SHRM Meeting (Legal)	01-112-52000-0000-1	50.00
SERRENA MCCUAN	INV0025393	12/12/2023	RMA Meeeting	01-112-52000-0000-1	118.42
Vendor Serrena McCuan - SERRENA MCCUAN Total:					168.42

Vendor: Slater Plumbing & Me - Slater Plumbing & Mechanical, Inc.

Slater Plumbing & Mechanical,...	INV 53782	12/04/2023	INV 53782 Lift Station Upgrade	30-500-52910-2315-1	16,450.00
Vendor Slater Plumbing & Me - Slater Plumbing & Mechanical, Inc. Total:					16,450.00

Expense Approval Report

Payment Dates: 12/2/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV31194347	12/18/2023	INV31194347 November Mon... 30-500-58000-0000-1		12,439.81
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					12,439.81
Vendor: Spay Neuter - Spay Neuter Imperative Project California					
Spay Neuter Imperative Projec...	INV8612	12/12/2023	INV8612 SPAY & NEUTER 11.2... 01-155-51160-8450-1		7,500.00
Spay Neuter Imperative Projec...	INV8699	12/12/2023	INV8699 12.11.23 Spay & Neu... 01-155-51160-8450-1		7,500.00
Vendor Spay Neuter - Spay Neuter Imperative Project California Total:					15,000.00
Vendor: Spectrum - Spectrum					
Spectrum	INV 119560501120123	12/18/2023	Spectrum December Monthly ... 01-130-54800-0000-1		1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00
Vendor: SWRCB DFA - State Water Resources Control Board					
State Water Resources Control..	INV0025482	12/27/2023	SWRCB General Order 2022-1... 30-500-53250-0000-1		3,453.00
Vendor SWRCB DFA - State Water Resources Control Board Total:					3,453.00
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	INV 258825-0	12/04/2023	INV 258825-0 Cop Laser Paper... 01-130-57200-0000-1		88.75
Stinson Stationers, Inc.	INV 258825-0	12/04/2023	INV 258825-0 Cop Laser Paper... 30-500-57200-0000-1		88.74
Stinson Stationers, Inc.	INV 258825-0	12/04/2023	INV 258825-0 Cop Laser Paper... 31-505-57200-0000-1		88.74
Stinson Stationers, Inc.	INV 258825-0	12/04/2023	INV 258825-0 Cop Laser Paper... 32-510-57200-0000-1		88.74
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					354.97
Vendor: Sun Ridge Systems, - Sun Ridge Systems, Inc					
Sun Ridge Systems, Inc	INV 7908	12/27/2023	Inv. 7908 RIMS DA Link to Kar... 01-150-52200-0000-1		6,400.00
Vendor Sun Ridge Systems, - Sun Ridge Systems, Inc Total:					6,400.00
Vendor: Susy Valtierra - Susy Valtierra					
Susy Valtierra	INV0025369	12/04/2023	Deposit Return 11.25.23 S. Val... 01-24000-0000-1		350.00
Vendor Susy Valtierra - Susy Valtierra Total:					350.00
Vendor: T Mobile USA Law Enf - T Mobile USA INC					
T Mobile USA INC	Inv. 9543049382	12/18/2023	Inv. 9543049382 GPS Loca... 01-150-57800-0000-1		100.00
Vendor T Mobile USA Law Enf - T Mobile USA INC Total:					100.00
Vendor: tmobile - T Mobile USA Inc					
T Mobile USA Inc	Acct# 992748243 10/21-11/20..	12/12/2023	Acct# 992748243 - City Mana... 01-110-57800-0000-1		39.92
T Mobile USA Inc	Acct# 992748243 10/21-11/20..	12/12/2023	Acct# 992748243 - Police Dep... 01-150-57800-0000-1		1,402.11
T Mobile USA Inc	Acct# 992748243 10/21-11/20..	12/12/2023	Acct# 992748243 - Animal Con... 01-155-57800-0000-1		39.92
Vendor tmobile - T Mobile USA Inc Total:					1,481.95
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 0923109839	12/12/2023	INV 0923109839 Bakersfield C... 25-000-52960-2303-1		681.11
The Bakersfield Californian	INV 0923109839	12/12/2023	INV 0923109839 Bakersfield C... 25-000-52960-2304-1		681.11
The Bakersfield Californian	INV 0923109839	12/12/2023	INV 0923109839 Bakersfield C... 25-000-52960-2305-1		681.30
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					2,043.52
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	INV 025-447887	12/07/2023	INV 025-447887 Executime Sc... 01-310-52200-0000-1		157.50
Tyler Technologies	INV 025-449074	12/18/2023	INV 025-449074 Tyler Tutoring.. 26-110-53100-8550-1		300.00
Vendor Tyler Technologies - Tyler Technologies Total:					457.50
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	Inv 3939872	12/04/2023	Inv 3939872 Contract Services .. 01-150-52200-0000-1		74.74
Vendor Ultrex Business - Ultrex Business Total:					74.74
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV01844801	12/18/2023	INV01844801 Internet Monthl... 01-155-57800-0000-1		144.99
unWired Broadband LLC	INV01844801	12/18/2023	INV01844801 Internet Monthl... 30-500-57800-0000-1		145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: USA Waste of Califor - USA Waste of California, Inc.					
USA Waste of California, Inc.	November 2023 WM Garbage...	12/07/2023	November 2023 WM Garbage... 01-100-41300-0000-1		-2,947.59
USA Waste of California, Inc.	November 2023 WM Garbage...	12/07/2023	November 2023 WM Garbage... 31-505-52400-0000-1		58,951.70
USA Waste of California, Inc.	November 2023 WM Organic ...	12/07/2023	November 2023 WM Organic ... 01-100-41300-0000-1		-127.21
USA Waste of California, Inc.	November 2023 WM Organic ...	12/07/2023	November 2023 WM Organic ... 31-505-52400-0000-1		1,272.16
USA Waste of California, Inc.	November 2023 WM Recycling..	12/07/2023	November 2023 WM Recycling.. 01-100-41300-0000-1		-749.06

Expense Approval Report

Payment Dates: 12/2/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
USA Waste of California, Inc.	November 2023 WM Recycling..	12/07/2023	November 2023 WM Recycling..	31-505-52500-0000-1	7,490.67
Vendor USA Waste of Califor - USA Waste of California, Inc. Total:					63,890.67
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR1311919	12/18/2023	INV 24AR1311919 Monthly C...	01-130-54800-0000-1	351.55
Vendor Visual Edge - Visual Edge IT, Inc. Total:					351.55
Vendor: WILLDAN - WILLDAN					
WILLDAN	INV 010-54755	12/18/2023	INV 010-54755 Development ...	01-140-56000-0000-1	2,330.00
WILLDAN	INV 010-56826	12/18/2023	INV 010-56826 Water/Waste...	30-500-56000-7820-1	482.85
WILLDAN	INV 010-56826	12/18/2023	INV 010-56826 Water/Waste...	31-505-56000-0000-1	484.30
WILLDAN	INV 010-56826	12/18/2023	INV 010-56826 Water/Waste...	32-510-56000-0000-1	482.85
WILLDAN	INV010-54896	12/18/2023	INV010-54896 Development ...	01-140-56000-0000-1	970.00
Vendor WILLDAN - WILLDAN Total:					4,750.00
Vendor: cavanaugh - William J Cavanaugh					
William J Cavanaugh	INV0025476	12/27/2023	DUI Seminar - Kenneth Muller ...	01-150-52010-0000-1	620.00
William J Cavanaugh	INV0025477	12/27/2023	DUI Seminar - Juan Estrada Jan..	01-150-52010-0000-1	620.00
William J Cavanaugh	INV0025478	12/27/2023	DUI Seminar - Matthew Dewar..	01-150-52010-0000-1	620.00
Vendor cavanaugh - William J Cavanaugh Total:					1,860.00
Vendor: Work Force Services - Work Force Services Inc					
Work Force Services Inc	INV 16246	12/04/2023	INV 16246 Hernandez, Moises...	32-510-52200-0000-1	1,151.48
Work Force Services Inc	INV 16267	12/04/2023	INV 16267 Hernandez, Moises...	32-510-52200-0000-1	942.12
Vendor Work Force Services - Work Force Services Inc Total:					2,093.60
Vendor: zahid hasnain - Zahid Hasnain					
Zahid Hasnain	INV0025370	12/05/2023	Meals & Incidental Expenses	01-150-52000-0000-1	333.00
Vendor zahid hasnain - Zahid Hasnain Total:					333.00
Grand Total:					1,010,373.63

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	246,727.02
20 - LIGHTING & LANDSCAPING-DISTRICT 1	3,991.11
25 - CAPITAL IMPROVEMENTS PROJECTS	535,028.89
26 - MISCELLANEOUS GRANTS	300.00
30 - SEWER	81,291.62
31 - REFUSE/RECYCLING	78,431.69
32 - WATER	63,490.39
34 - PUBLIC TRANSPORTATION	1,112.91
Grand Total:	1,010,373.63

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-3,823.86
01-105-50600-0000-1	Workers Compensation ...	101.75
01-105-52200-0000-1	Contract Services	600.00
01-105-54000-0000-1	Fuel	6.55
01-105-54400-0000-1	Insurance - CSJV Rsk M...	77.30
01-105-55600-0000-1	Postage	25.94
01-105-57100-2406-1	Special Activities	2,500.00
01-105-57800-0000-1	Telephone & Communic...	28.97
01-110-50600-0000-1	Workers Compensation ...	916.16
01-110-54000-0000-1	Fuel	43.91
01-110-54400-0000-1	Insurance - CSJV Rsk M...	695.94
01-110-55600-0000-1	Postage	25.94
01-110-56600-0000-1	Repairs & Maintenance -...	81.71
01-110-57800-0000-1	Telephone & Communic...	94.54
01-111-50600-0000-1	Workers Compensation ...	249.64
01-111-52200-0000-1	Contract Services	3,100.00
01-111-54400-0000-1	Insurance - CSJV Rsk M...	189.64
01-112-50600-0000-1	Workers Compensation ...	186.57
01-112-52000-0000-1	Conferences/Meetings/T...	168.42
01-112-54400-0000-1	Insurance - CSJV Rsk M...	141.72
01-112-57200-0000-1	Supplies - Office	139.71
01-115-50600-0000-1	Workers Compensation ...	562.63
01-115-54000-0000-1	Fuel	40.43
01-115-54400-0000-1	Insurance - CSJV Rsk M...	427.39
01-115-55600-0000-1	Postage	25.94
01-115-57200-0000-1	Supplies - Office	23.96
01-115-57800-0000-1	Telephone & Communic...	77.50
01-130-52200-0000-1	Contract Services	4,118.52
01-130-54800-0000-1	Maintenance Agreements	1,541.55
01-130-55600-0000-1	Postage	25.95
01-130-56000-0000-1	Professional Services - O...	450.00
01-130-56100-0000-1	Legal Services	14,913.00
01-130-57200-0000-1	Supplies - Office	88.75
01-140-41400-2325-1	Planning & Engineering -...	2,814.00
01-140-50600-0000-1	Workers Compensation ...	1,369.49
01-140-52000-0000-1	Conferences/Meetings/T...	500.00
01-140-54000-0000-1	Fuel	6.55
01-140-54400-0000-1	Insurance - CSJV Rsk M...	1,040.30
01-140-55600-0000-1	Postage	25.94
01-140-56000-0000-1	Professional Services - O...	3,780.00
01-140-56000-8224-1	Professional Services - S...	1,885.84
01-140-56000-8472-1	Professional Services - In...	6,805.50
01-140-56000-8474-1	Professional Services - S...	645.00
01-140-57200-0000-1	Supplies - Office	16.37
01-140-57800-0000-1	Telephone & Communic...	41.50

Account Summary

Account Number	Account Name	Payment Amount
01-150-50600-0000-1	Workers Compensation ...	32,558.34
01-150-51800-0000-1	Clothing Allowance	323.13
01-150-52000-0000-1	Conferences/Meetings/T...	542.25
01-150-52010-0000-1	Conference/Meeting/Tr...	3,324.88
01-150-52200-0000-1	Contract Services	7,165.76
01-150-54000-0000-1	Fuel	2,523.11
01-150-54400-0000-1	Insurance - CSJV Rsk M...	24,732.20
01-150-55600-0000-1	Postage	25.95
01-150-56000-2319-1	Professional Services - O...	1,328.23
01-150-56600-0000-1	Repairs & Maintenance -...	4,384.74
01-150-56900-0000-1	McFarland PD Asset/For...	62,310.00
01-150-57200-0000-1	Supplies - Office	138.92
01-150-57800-0000-1	Telephone & Communic...	2,010.21
01-155-50600-0000-1	Workers Compensation ...	938.59
01-155-51100-0000-1	Animal Disposal	220.50
01-155-51160-8450-1	Spay and Neuter Fees	15,000.00
01-155-51800-0000-1	Clothing Allowance	200.00
01-155-54000-0000-1	Fuel	100.91
01-155-54400-0000-1	Insurance - CSJV Rsk M...	712.97
01-155-55600-0000-1	Postage	25.95
01-155-56400-0000-1	Repairs & Maint - Build &..	280.00
01-155-56600-0000-1	Repairs & Maintenance -...	435.10
01-155-57200-0000-1	Supplies - Office	12.12
01-155-57400-0000-1	Supplies - Operating	30.76
01-155-57800-0000-1	Telephone & Communic...	204.89
01-160-50600-0000-1	Workers Compensation ...	1,170.66
01-160-51400-0000-1	Building Plan Check/Ins...	980.03
01-160-54000-0000-1	Fuel	33.50
01-160-54400-0000-1	Insurance - CSJV Rsk M...	889.26
01-160-55600-0000-1	Postage	25.94
01-160-57200-0000-1	Supplies - Office	35.29
01-160-57800-0000-1	Telephone & Communic...	19.98
01-165-50600-0000-1	Workers Compensation ...	950.45
01-165-54400-0000-1	Insurance - CSJV Rsk M...	721.99
01-165-55600-0000-1	Postage	25.95
01-165-57800-0000-1	Telephone & Communic...	86.62
01-175-50600-0000-1	Workers Compensation ...	463.76
01-175-54000-0000-1	Fuel	3.46
01-175-54400-0000-1	Insurance - CSJV Rsk M...	352.29
01-175-55600-0000-1	Postage	25.95
01-175-57200-0000-1	Supplies - Office	22.55
01-175-57800-0000-1	Telephone & Communic...	41.50
01-180-50600-0000-1	Workers Compensation ...	3,858.37
01-180-51800-0000-1	Clothing Allowance	259.46
01-180-52950-0000-1	Equipment - Other (Capi...	4,731.92
01-180-54000-0000-1	Fuel	403.64
01-180-54400-0000-1	Insurance - CSJV Rsk M...	2,930.92
01-180-56410-0000-1	Repairs & Maintenance ...	231.39
01-180-57400-0000-1	Supplies - Operating	317.74
01-180-57800-0000-1	Telephone & Communic...	125.96
01-180-58000-0000-1	Utilities	1,055.16
01-180-58100-0000-1	Street Lighting	5,299.24
01-185-52200-0000-1	Contract Services	297.60
01-185-56400-0000-1	Repairs & Maint - Build &..	101.37
01-185-57800-0000-1	Telephone & Communic...	99.49
01-185-58000-0000-1	Utilities	1,106.40
01-190-52200-0000-1	Contract Services	297.60
01-190-56400-0000-1	Repairs & Maint - Build &..	352.36

Account Summary

Account Number	Account Name	Payment Amount
01-190-57400-0000-1	Supplies - Operating	111.61
01-190-58000-0000-1	Utilities	2,533.20
01-20800-0000-1	Pension Payable	415.03
01-22050-0000-1	Federal Withholding Pay...	429.10
01-22100-0000-1	FICA Payable	368.62
01-22150-0000-1	Medicare Payable	86.22
01-22200-0000-1	State Withholding Payab...	173.04
01-22500-0000-1	Pre-Paid Legal	24.90
01-24000-0000-1	Deposits	1,250.00
01-310-52200-0000-1	Contract Services	2,956.70
01-310-52950-0000-1	Equipment Capital	4,754.63
20-200-50600-0000-1	Workers Compensation ...	625.83
20-200-51800-0000-1	Clothing Allowance	33.85
20-200-54000-0000-1	Fuel	134.42
20-200-56000-0000-1	Professional Services - O...	20.00
20-200-57400-0000-1	Supplies - Operating	327.92
20-200-57800-0000-1	Telephone & Communic...	0.65
20-200-58100-0000-1	Street Lighting	2,848.44
25-000-52960-2303-1	Street & Roads (Capital)	123,748.92
25-000-52960-2304-1	Street & Roads (Capital)	170,257.71
25-000-52960-2305-1	Street & Roads (Capital)	238,959.26
25-000-52960-8425-1	Streets & Roads Capital	2,063.00
26-110-53100-8550-1	Grant Expenditure - ARP...	300.00
30-500-50600-0000-1	Workers Compensation ...	9,236.53
30-500-51800-0000-1	Clothing Allowance	138.76
30-500-52200-0000-1	Contract Services	1,507.10
30-500-52910-2315-1	Buildings & Improvemen...	16,450.00
30-500-53250-0000-1	Permits & Certificates	3,453.00
30-500-53800-0000-1	Equipment Rental	3,164.63
30-500-54000-0000-1	Fuel	252.27
30-500-54400-0000-1	Insurance - CSJV Rsk M...	7,016.32
30-500-55600-0000-1	Postage	25.95
30-500-56000-0000-1	Professional Services - O...	62.00
30-500-56000-7820-1	Professional Services - ...	20,015.35
30-500-56410-0000-1	Repairs & Maintenance ...	231.39
30-500-56600-0000-1	Repairs & Maintenance -...	105.00
30-500-57200-0000-1	Supplies - Office	201.66
30-500-57400-0000-1	Supplies - Operating	4,007.43
30-500-57800-0000-1	Telephone & Communic...	747.61
30-500-58000-0000-1	Utilities	12,996.62
30-500-58200-0000-1	Water/Soil/Other Analys...	1,680.00
31-505-50600-0000-1	Workers Compensation ...	2,626.51
31-505-52400-0000-1	Contract Services - Refus...	60,223.86
31-505-52500-0000-1	Contract Services - Recyc...	7,490.67
31-505-52800-0000-1	County Waste Managem...	5,345.34
31-505-54400-0000-1	Insurance - CSJV Rsk M...	1,995.17
31-505-55600-0000-1	Postage	25.95
31-505-56000-0000-1	Professional Services - O...	484.30
31-505-57200-0000-1	Supplies - Office	160.63
31-505-57800-0000-1	Telephone & Communic...	79.26
32-22100-0000-1	FICA Payable	90.10
32-22150-0000-1	Medicare Payable	21.08
32-22200-0000-1	State Withholding Payab...	12.33
32-510-50100-0000-1	Salaries - Permanent Em...	2,280.00
32-510-50600-0000-1	Workers Compensation ...	10,004.53
32-510-51800-0000-1	Clothing Allowance	309.04
32-510-52200-0000-1	Contract Services	2,391.20
32-510-54000-0000-1	Fuel	100.91

Account Summary

Account Number	Account Name	Payment Amount
32-510-54400-0000-1	Insurance - CSJV Rsk M...	7,599.71
32-510-55600-0000-1	Postage	25.95
32-510-56000-0000-1	Professional Services - O...	482.85
32-510-56400-0000-1	Repairs & Maint - Build &...	18.57
32-510-56600-0000-1	Repairs & Maintenance -...	248.03
32-510-57200-0000-1	Supplies - Office	160.63
32-510-57400-0000-1	Supplies - Operating	6,257.05
32-510-57800-0000-1	Telephone & Communic...	1,736.51
32-510-58000-0000-1	Utilities	30,991.90
32-510-58200-0000-1	Water/Soil/Other Analys...	760.00
34-520-50600-0000-1	Workers Compensation ...	492.19
34-520-54000-0000-1	Fuel	201.81
34-520-54400-0000-1	Insurance - CSJV Rsk M...	373.88
34-520-57800-0000-1	Telephone & Communic...	45.03
Grand Total:		1,010,373.63

Project Account Summary

Project Account Key	Payment Amount
None	1,010,373.63
Grand Total:	1,010,373.63



Payroll Set: City-City of McFarland

Department: 105 - City Council

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

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	Bilingual - Bilingual	2	0	27.7
	Holiday - Holiday Pay	1	4	122.06
	Hourly - Hourly	1	76	2319.07
	Salary - Salary	1	80	2441.13
	Total:		160	4909.96
MCC100	Holiday - Holiday Pay	1	8	338.46
	Hourly - Hourly	2	136	5753.86
	Sick - Sick Pay	1	16	676.92
	Total:		160	6769.24

Nun100	Bilingual - Bilingual	2	0	27.7
	Comp Time Taken - Compensatc	1	7	198.38
	Holiday - Holiday Pay	2	8	226.72
	Hourly - Hourly	2	127.16	3603.71
	Live Scan - Live Scan	1	0	13.85
	OT - Overtime	1	3.74	158.99
	Sick - Sick Pay	1	13.5	382.59
	Vacation - Vacation Pay	1	5	141.7
	Total:		164.4	4753.64
WIL100-150	Holiday - Holiday Pay	1	8	692.31
	Hourly - Hourly	1	72	6230.77
	Salary - Salary	1	80	6923.08
	Total:		160	13846.16
110 - City Administration Total:			644.4	30279

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Hourly - Hourly	1	72	3181.91
	Salary - Salary	1	71	3535.46
	Sick - Sick Pay	1	9	397.74
	Vacation - Vacation Pay	1	8	353.55
	Total:		160	7468.66
ARR100	Holiday - Holiday Pay	2	8	141.76
	Hourly - Hourly	2	147.66	2616.54
	OT - Overtime	2	14.09	374.52
	Sick - Sick Pay	1	9	159.48
	Total:		178.75	3292.3
AYO110	Comp Time Earned - Compensat	1	2.25	0
	Holiday - Holiday Pay	1	9	159.48
	Hourly - Hourly	2	120.16	2129.24
	OT - Overtime	1	0.09	2.39
	Sick - Sick Pay	1	7.38	130.77
	Total:		138.88	2421.88
ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Cash Out - VAC - Cash Out - Vac	1	68	2234.48
	Comp Time Taken - Compensatc	1	9	295.74
	Holiday - Holiday Pay	1	4	131.44
	Hourly - Hourly	2	145.33	4775.54
	OT - Overtime	2	17.16	845.82
	Sick - Sick Pay	1	4	131.44
	Total:		247.49	8460.62

GON600	Bilingual - Bilingual	2	0	27.7
	Holiday - Holiday Pay	1	9	242.73
	Hourly - Hourly	2	136.58	3683.56
	OT - Overtime	1	1	40.46
	Sick - Sick Pay	2	14.42	388.91
	Total:		161	4383.36
TOR100	Comp Time Earned - Compensat	1	12.99	0
	Holiday - Holiday Pay	1	4	90.76
	Hourly - Hourly	2	141.17	3203.15
	OT - Overtime	1	2.25	76.58
	Sick - Sick Pay	1	18	408.42
	Total:		178.41	3778.91
VEL100	Bilingual - Bilingual	2	0	27.7
	Holiday - Holiday Pay	1	9	214.56
	Hourly - Hourly	2	136.25	3248.2
	OT - Overtime	1	3.41	121.94
	Sick - Sick Pay	2	16.22	386.68
	Vacation - Vacation Pay	1	1.9	45.3
	Total:		166.78	4044.38
VIR100	Holiday - Holiday Pay	1	8	475.37
	Hourly - Hourly	1	72	4278.29
	Salary - Salary	1	80	4753.66
	Total:		160	9507.32
115 - Finance & Accounting Total:			1391.31	43357.43

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Holiday - Holiday Pay	2	13	546.78
	Hourly - Hourly	2	147	6182.82
	Notary - Notary	2	0	27.7
	Total:		160	6775.76
SALD100	Holiday - Holiday Pay	1	8	403.85
	Hourly - Hourly	1	72	3634.61
	Salary - Salary	1	80	4038.46
	Total:		160	8076.92
140 - Planning Total:			320	14852.68

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<u>ALB100-142</u>	Hourly - Hourly	2	156	5001.36
	OT - Overtime	2	49.5	2380.46
	Sick - Sick Pay	1	12	384.72
	Total:		217.5	7766.54
<u>ALW100-145</u>	Hourly - Hourly	2	108	3462.48
	Intermediate POST - Intermedia	2	0	46.16
	OT - Overtime	2	21.5	1033.94
	Sick - Sick Pay	1	24	769.44
	Vacation - Vacation Pay	1	36	1154.16
	Total:		189.5	6466.18
<u>AYON100</u>	Hourly - Hourly	2	148	3196.8
	OT - Overtime	2	21	680.4
	Vacation - Vacation Pay	1	12	259.2
	Total:		181	4136.4
<u>CAZ100-151</u>	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	156	4761.12
	OT - Overtime	2	31	1419.18
	Sick - Sick Pay	1	12	366.24
	Total:		199	6638.84
<u>DEW100-147</u>	Hourly - Hourly	2	168	6562.08
	OT - Overtime	2	79.25	4643.26
	PD - Court Appear - PD - Court A	1	4	234.36
	Total:		251.25	11439.7
<u>DRA100</u>	Bachelor's Degree - Bachelor's D	2	0	18.46
	Holiday - Holiday Pay	2	8	138.32
	Hourly - Hourly	2	143.41	2479.56
	OT - Overtime	2	4.68	121.38
	Vacation - Vacation Pay	1	9	155.61
	Total:		165.09	2913.33
<u>EST150</u>	Comp Time Earned - Compensat	1	24	0
	Hourly - Hourly	2	168	5127.36
	OT - Overtime	2	72	3296.16
	Total:		264	8423.52
<u>GAL100-149</u>	Hourly - Hourly	2	168	5945.52
	Intermediate POST - Intermedia	2	0	46.16
	OT - Overtime	2	36.75	1950.87
	Total:		204.75	7942.55

GAR100-114	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	116	2268.96
	Total:		116	2361.26
GAR100-150	Advanced POST - Advanced POS	2	0	69.24
	Comp Time Earned - Compensat	1	30	0
	Comp Time Taken - Compensatc	2	40	1641.6
	Hourly - Hourly	2	128	5253.12
	OT - Overtime	1	0.5	30.78
	Total:		198.5	6994.74
GUE200	Hourly - Hourly	1	0	0
	Total:		0	0
HAN100-112	Hourly - Hourly	2	168	5945.52
	OT - Overtime	2	41	2176.49
	Total:		209	8122.01
HAS100-143	Admin Leave - Admin Leave	1	64	1315.2
	Hourly - Hourly	1	16	328.8
	OT - Overtime	1	36	1109.7
	SRO - School Resource Officer	1	80	2211.2
	SRO-OT - School Resource Office	1	17.5	725.55
	Total:		213.5	5690.45
KNO100	Admin Time*Salary EE - Adminis	1	24	1384.61
	Holiday - Reg - Holiday - Regular	1	8	461.54
	Hourly - Hourly	1	48	2769.23
	Salary - Salary	1	80	4615.38
	Total:		160	9230.76
LOP125	Bachelor's Degree - Bachelor's D	2	0	46.16
	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	144	3432.96
	OT - Overtime	1	4	143.04
	Sick - Sick Pay	1	20	476.8
	Standby - Standby	2	0	328.61
	Total:		168	4519.87
MUL100	Hourly - Hourly	2	168	5945.52
	OT - Overtime	2	42	2229.57
	Total:		210	8175.09
OLM100	Bachelor's Degree - Bachelor's D	2	0	46.16
	Intermediate POST - Intermedia	2	0	69.24
	Salary - Salary	2	160	7070.92
	Total:		160	7186.32

PES100-152	Comp Time Taken - Compensatc	1	45	1592.55
	Hourly - Hourly	1	80	2831.2
	OT - Overtime	1	20	1061.7
	SRO - School Resourse Officer	1	35	1238.65
	SRO-OT - School Resource Office	1	10	530.85
	Total:		190	7254.95
RIV100-120	Hourly - Hourly	2	20.75	734.34
	Military - Military Leave With O	1	0	0
	Military - Paid - Military - Paid L	2	123.25	4361.82
	Total:		144	5096.16
SHA-100-152	Advanced POST - Advanced POS	2	0	69.24
	Bachelor's Degree - Bachelor's D	2	0	46.16
	Comp Time Earned - Compensat	1	46.25	0
	Hourly - Hourly	2	156	6093.36
	OT - Overtime	2	13.42	786.28
	Vacation - Vacation Pay	1	12	468.72
	Total:		227.67	7463.76
TAF200	Comp Time Earned - Compensat	1	9.75	0
	Comp Time Taken - Compensatc	1	3	93.84
	Hourly - Hourly	2	152	4754.56
	OT - Overtime	1	12	563.04
	Sick - Sick Pay	2	5	156.4
	Total:		181.75	5567.84
VEL200	Comp Time Earned - Compensat	2	12	0
	Comp Time Taken - Compensatc	1	4	78.24
	Hourly - Hourly	2	156	3051.36
	OT - Overtime	2	39	1144.26
	Total:		211	4273.86
	150 - Police Total:		4061.51	137664.13

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Cash Out - VAC - Cash Out - Vac	1	80	1489.6
	Hourly - Hourly	2	160	2979.2
	OT - Overtime	2	10.25	286.28
	Standby - Standby	2	0	200
	Total:		250.25	4955.08

RIV200	Bereavement - Bereavement Pa	1	27	455.49
	Comp Time Earned - Compensat	1	12	0
	Comp Time Taken - Compensatc	1	9	151.83
	Hourly - Hourly	2	115	1940.05
	Sick - Sick Pay	1	9	151.83
	Standby - Standby	1	0	71.45
	Total:		172	2770.65
	155 - Animal Control Total:		422.25	7725.73

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
PER200	Holiday - Holiday Pay	1	9	185.04
	Hourly - Hourly	2	107.08	2201.56
	OT - Overtime	1	1.08	33.31
	Personal - Personal Day	1	9	185.04
	Sick - Sick Pay	2	18	370.08
	Vacation - Vacation Pay	1	17	349.52
	Total:		161.16	3324.55
	165 - Code Enforcement Total:		161.16	3324.55

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAR210	Holiday - Holiday Pay	2	8	164.48
	Hourly - Hourly	2	152	3125.12
	OT - Overtime	2	2.24	69.08
	Total:		162.24	3358.68
	175 - Grants Administration Total:		162.24	3358.68

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GUE100	Holiday - Holiday Pay	2	8	226.72
	Hourly - Hourly	2	152	4307.68
	OT - Overtime	2	23	977.73
	Total:		183	5512.13
MAR100	Comp Time Taken - Compensatc	1	1.5	26.58
	Hourly - Hourly	2	99.08	1755.7
	OT - Overtime	1	8	212.64
	Sick - Sick Pay	1	7.5	132.9
	Vacation - Vacation Pay	1	9	159.48
	Total:		125.08	2287.3

TEL100	Holiday - Holiday Pay	2	8	141.76
	Hourly - Hourly	2	152	2693.44
	OT - Overtime	2	22	584.76
	Total:		182	3419.96
	180 - Public Works Total:		490.08	11219.39

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Holiday - Holiday Pay	1	9	159.48
	Hourly - Hourly	2	115.08	2039.22
	Jury Duty - Jury Duty	1	9	159.48
	OT - Overtime	2	8.16	216.9
	Sick - Sick Pay	1	27	478.44
	Total:		168.24	3053.52
200 - Lighting & Landscaping Total:			168.24	3053.52

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CIS400	Comp Time Earned - Compensat	1	9	0
	Hourly - Hourly	2	160	5004.8
	Standby - Standby	1	0	57.16
	Total:		169	5061.96
EMP00026	Holiday - Holiday Pay	1	4	76.36
	Hourly - Hourly	1	76	1450.84
	OT - Overtime	1	18	515.43
	Total:		98	2042.63
MED100	Holiday - Holiday Pay	2	8	177.12
	Hourly - Hourly	2	148	3276.72
	OT - Overtime	2	10	332.1
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Sick - Sick Pay	1	4	88.56
	Standby - Standby	2	0	200
	Total:		170	4097.58

Pop100	Hourly - Hourly	2	141	3121.74
	OT - Overtime	2	8	265.68
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Sick - Sick Pay	1	4	88.56
	Standby - Standby	2	0	185.74
	Vacation - Vacation Pay	2	19	420.66
	Total:		172	4105.46
	500 - Sewer Total:		609	15307.63

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	Cash Out - Pers Day - Cash Out -	1	8	145.36
	Cash Out - VAC - Cash Out - Vac	1	61.7	1121.09
	Holiday - Holiday Pay	1	4	72.68
	Hourly - Hourly	1	40	726.8
	OT - Overtime	1	17	463.34
	Sick - Sick Pay	1	27	490.59
	Standby - Standby	1	0	57.16
	Total:		157.7	3077.02
CABR100	Admin Leave - Admin Leave	1	4	176.77
	Holiday - Holiday Pay	1	8	353.55
	Hourly - Hourly	2	148	6540.62
	Total:		160	7070.94
CORD100	Comp Time Taken - Compensatc	1	4	72.68
	Holiday - Holiday Pay	2	18	327.06
	Hourly - Hourly	2	136.32	2476.93
	OT - Overtime	2	30.97	844.09
	Standby - Standby	2	0	185.74
	Total:		189.29	3906.5
CORT100	Cash Out - Comp - Cash Out - Co	1	39.99	726.62
	Comp Time Earned - Compensat	1	30	0
	Holiday - Holiday Pay	2	8	145.36
	Hourly - Hourly	2	152	2761.84
	OT - Overtime	2	33.67	917.68
	Standby - Standby	2	0	171.45
	Total:		263.66	4722.95
DOM100	Comp Time Earned - Compensat	1	7.5	0
	Holiday - Holiday Pay	2	18	349.11
	Hourly - Hourly	2	138.24	2674.87
	OT - Overtime	2	27.57	830.34
	Total:		191.31	3854.32

[ROB400](#)

Cash Out - Comp - Cash Out - Co	1	40	1380.8
Holiday - Holiday Pay	2	18	621.36
Hourly - Hourly	2	122.34	4223.18
OT - Overtime	2	11.75	608.42
PW Cert - Grade 3 - Public Work	2	0	69.24
Sick - Sick Pay	2	25	863
Total:		217.09	7766
510 - Water Total:		1179.05	30397.73

Department: 520 - Public Transit

Employee Number
[MOR100](#)

Pay Code	# of Payments	Units	Pay Amount
Holiday - Holiday Pay	1	9	167.58
Hourly - Hourly	2	88.5	1647.87
Personal - Personal Day	1	9	167.58
Sick - Sick Pay	1	9	167.58
Vacation - Vacation Pay	2	45	837.9
Total:		160.5	2988.51
520 - Public Transit Total:		160.5	2988.51
Report Total:		9769.74	304528.98



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	195.74	0
	- Total:	195.74	0
01-105-50100-0000-1	Salaries - Permanent Employees	64	2952.9
01-105-50350-0000-1	Stipends	0	11.08
01-110-50100-0000-1	Salaries - Permanent Employees	120.33	5738.1
01-110-50200-0000-1	Overtime	1.87	79.5
01-110-50350-0000-1	Stipends	0	20.79
01-111-50350-0000-1	Stipends	0	20.76
01-112-50100-0000-1	Salaries - Permanent Employees	40	1692.32
01-115-50100-0000-1	Salaries - Permanent Employees	135.69	4513.37
01-115-50200-0000-1	Overtime	2.59	116.57
01-115-50350-0000-1	Stipends	0	11.1
01-140-50100-0000-1	Salaries - Permanent Employees	296.89	12394.36
01-140-50200-0000-1	Overtime	0.47	12.14
01-140-50350-0000-1	Stipends	0	46.16
01-150-50100-0000-1	Salaries - Permanent Employees	3422.2	114698.49
01-150-50200-0000-1	Overtime	550.42	26139.89
01-150-50350-0000-1	Stipends	0	1053.26
01-155-50100-0000-1	Salaries - Permanent Employees	400	7168
01-155-50200-0000-1	Overtime	10.25	286.28
01-155-50350-0000-1	Stipends	0	271.45
01-160-50100-0000-1	Salaries - Permanent Employees	96.89	2958.85
01-165-50100-0000-1	Salaries - Permanent Employees	213.76	5361.47
01-165-50200-0000-1	Overtime	0.79	24.32
01-180-50100-0000-1	Salaries - Permanent Employees	552.72	12286.87
01-180-50200-0000-1	Overtime	60.94	1974.83
01-190-50100-0000-1	Salaries - Permanent Employees	76.24	1606.38
01-190-50200-0000-1	Overtime	19.41	613.45
	01 - GENERAL FUND Total:	6065.46	202052.69
20-200-50100-0000-1	Salaries/Permanent Employees	164.88	2972.66
20-200-50200-0000-1	Overtime	8.85	246.23
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	173.73	3218.89
30-500-50100-0000-1	Salaries - Permanent Employees	1209.43	36196.19
30-500-50200-0000-1	Overtime	49.39	1603.93
30-500-50350-0000-1	Stipends	0	514.02
	30 - SEWER Total:	1258.82	38314.14
31-505-50100-0000-1	Salaries - Permanent Employees	443.35	14941.71
31-505-50200-0000-1	Overtime	12.56	466

Account	Account Description	Units	Pay Amount
31-505-50350-0000-1	Stipends	0	11.1
	31 - REFUSE/RECYCLING Total:	455.91	15418.81
32-510-50100-0000-1	Salaries - Permanent Employees	1352.7	38785.19
32-510-50200-0000-1	Overtime	106.88	3328.04
32-510-50350-0000-1	Stipends	0	422.71
	32 - WATER Total:	1459.58	42535.94
34-520-50100-0000-1	Salaries - Permanent Employees	160.5	2988.51
	34 - PUBLIC TRANSPORTATION Total:	160.5	2988.51
	Report Total:	9769.74	304528.98



Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Admin Leave - Admin Lea	Admin Leave	2	68	1491.97
Admin Time*Salary EE - A	Administrative Time Salary EE	1	24	1384.61
Advanced POST - Advanc	Advanced POST Certificate	4	0	138.48
Bachelor's Degree - Bach	Bachelor's Degree	12	0	193.86
Bereavement - Bereavem	Bereavement Pay	1	27	455.49
Bilingual - Bilingual	Bilingual	16	0	415.4
Cash Out - Comp - Cash O	Cash Out - Comp Time	2	79.99	2107.42
Cash Out - Pers Day - Cas	Cash Out - Pers Day	1	8	145.36
Cash Out - VAC - Cash Ou	Cash Out - Vacation	3	209.7	4845.17
Comp Time Earned - Com	Compensatory Time Earned	12	195.74	0
Comp Time Taken - Comp	Compensatory Time Taken	10	122.5	4151.44
Holiday - Holiday Pay	Holiday Pay	40	245	7092.26
Holiday - Reg - Holiday - R	Holiday - Regular	1	8	461.54
Hourly - Hourly	Hourly	97	6572.11	189734.66
Intermediate POST - Inter	Intermediate POST Certificate	6	0	161.56
Jury Duty - Jury Duty	Jury Duty	1	9	159.48
Live Scan - Live Scan	Live Scan	1	0	13.85
Military - Military Leave V	Military Leave With Out Pay	1	0	0
Military - Paid - Military -	Military - Paid Leave	2	123.25	4361.82
Notary - Notary	Notary	2	0	27.7
OT - Overtime	Overtime	64	797.03	33548.99
PD - Court Appear - PD - C	PD - Court Appearance	1	4	234.36
Personal - Personal Day	Personal Day	2	18	352.62
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	4	0	46.16
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Salary - Salary	Salary	8	631	33378.09
Salary - Elected - Salary - I	Salary - Elected Officials	5	0	1000
Sick - Sick Pay	Sick Pay	28	311.02	8048.09
SRO - School Resourse O	School Resourse Officer	2	115	3449.85
SRO-OT - School Resource	School Resource Officer Overtime	2	27.5	1256.4
Standby - Standby	Standby	15	0	1457.31
Vacation - Vacation Pay	Vacation Pay	13	173.9	4345.8
Report Total:			9769.74	304528.98

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
December 14, 2023

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

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Williams, City Attorney Hodges, Chief of Police Knox, Finance Director Viramontes, Community Development Director Saldaña, Assistant Public Works Director Cabrera, City Clerk Alvarado

INVOCATION

Vice Mayor Cano

PLEDGE OF ALLEGIANCE

Councilmember A. Ayon

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 at least 48 hours prior to the meeting.

Marco Perez was present for any interpretation needs.

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. Longevity Awards Presented to City of McFarland Staff on Behalf of Mayor Saul Ayon. - Mayor presented.
2. Appreciation Recognition Presented to Dr. Michael Hair from LeOra LLC on behalf of Mayor Saul Ayon and the City Council. -Item not addressed.

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.

1. Ron Woods- Thanked the Public Works Department City Workers for their great job maintaining the city clean.
2. Phil Corr- Congratulated the longevity recipients and Animal Control Officer Mungia for doing a great job.

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.

3. Approval of the Expense Report in the Amount of \$511,135.17 from 11/18/2023 to 12/01/2023.
4. Approval of Payroll Report for the Month of November 2023 in the Amount of \$462,871.70.
5. Approval of November 30, 2023 Regular Meeting Minutes.
6. Approval of Resolution No. 2023-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DESIGNATING THE CITY MANAGER, COMMUNITY DEVELOPMENT DIRECTOR AND FINANCE DIRECTOR AS THE AGENT'S OF THE CITY FOR THE CALIFORNIA OFFICE OF EMERGENCY SERVICES.
7. Approval of Resolution No. 2023-0154, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A REVISED MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF KERN RELATING TO THE TRANSFER OF TAX REVENUES UPON ANNEXATION.
8. Approval of Resolution No. 2023-155 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND, CALIFORNIA APPROVING THE APPROPRIATION OF FUNDS FROM THE CITY'S GENERAL FUND TO PURCHASE NEW TASERS.
9. Approval of Resolution No. 2023-157 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING FUNDS FROM THE CITY'S GENERAL FUND FOR THE PURCHASE OF A UTILITY TRAILER.

No comments from the public were presented.

**A Motion was made by: Vice Mayor Cano to approve consent agenda items 3, 4, 5, 6, 7, 8, AND 9;
2nd by: Councilmember A. Ayon.**

ROLL CALL VOTE: 5/0

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

PUBLIC HEARINGS

- 10.** The City Council of the City of McFarland, California will conduct a public hearing to accept public comment and any written protest regarding the proposed water, sewer, and solid waste five-year utility rate schedules effective January 1, 2024. Upon conclusion of the public hearing, the City Clerk shall tabulate the filed written protests. If a majority protest does not exist, City staff recommends the City Council take the following action:

PowerPoint presentation was held by Cris Fisher, Director/Vice President with Willdan Financial Services. Upon conclusion of the presentation a Q & A was held to answer any questions.

Mayor Saul Ayon opened the public hearing on proposed water, sewer, and solid waste five-year utility rate schedule at 6:44 p.m. and closed it at 7:15 p.m. The following residents were present for public comment:

1. Manuel A. Cruz- 330 Harlow Ave. McFarland
2. Arturo Campos- 706 Topaz McFarland – *Submitted speaker form but chose not to comment.*
3. Celestino Cervantes- 721 Cozumel Ct. McFarland
4. Maria Jacinto- 343 Mt. Arbor McFarland
5. Lucia Jauregui- 395 San Juan Street McFarland
6. Alejandra Vásquez -700 La Paz CT McFarland

Ms. Alejandra Vasquez turned in protest letters at 7:14 p.m.

The final count of protest letters received was 33 unverified and 74 verified. For a grand total of 107 protest.

Motion was made by: Councilmember Pérez to Approve Resolution No. 2023-149 A Resolution of the City Council of the City of McFarland, California Adopting the Water, Sewer, and Solid Waste Five-Year Rate Schedules Effective January 1, 2024; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

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

- 11.** Approval of Resolution No. 2023-156 A Resolution of the City Council of the City of McFarland resolving its intention to initiate procedures for establishing and implementing district-based elections.

A Motion was made by: Councilmember A. Ayon to approve consent agenda item 11; 2nd by: Councilmember M. Pérez.

No comments from the public were presented.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

- 12. Approval of Ordinance No. 13-2023 Establishing a Development Agreement with OTC McFarland LLC and the City of McFarland.**

Introduction and First Reading of Ordinance No. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA

Staff Report was presented by Community Development Director, Paul Saldaña.

Mayor opened the public hearing to receive public testimony at: 7:41 p.m. and closed it at 7:53 p.m.

Public comments:

1. Phil Corr-117 5th Steet McFarland
2. Javier Lopez -1004 3rd Street McFarland

A 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. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

Mayor directed staff to schedule second reading and adoption of ordinance No. 13-2023 on our next regular scheduled meeting of January 11, 2023.

ADMINISTRATIVE AGENDA

13. Motion was made by: Councilmember A. Ayon to Approve Resolution No. 2023-0150, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ESTABLISHMENT OF THE DEVELOPMENT SERVICES MANAGER POSITION IN THE COMMUNITY DEVELOPMENT DEPARTMENT; 2nd by: Councilmember M. Pérez.

No comments from the public were presented.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

14. Motion was made by: Vice Mayor R. Cano to Approve Resolution No. 2023-0152, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE APPROPRIATION OF FUNDS FOR THE EXECUTIME ELECTRONIC TIME & ATTENDANCE PROJECT; 2nd by: Councilmember M. Pérez.

No Comments from the public were presented.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

15. Motion was made by: Vice Mayor R. Cano to Approve Resolution No. 2023-0158, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND TO CONSTRUCT A BLOCK WALL AT CITY HALL.; 2nd by: Councilmember M. Perez.

No Comments from the public were presented.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None
ABSENT: None
Full consensus

16. Motion was made by: Vice Mayor Cano to Approve Resolution No. 2023-0158, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING THE PROCEDURAL RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS; 2nd by: Councilmember A. Gonzalez.

Public comments: Ron Woods

ROLL CALL VOTE: 5/0

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

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

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

- 1. A. Gonzalez- Thanked everyone for coming and wished everyone a Merry Christmas and a Happy New Year.
- 2. M. Pérez- Thanked the public and council members for coming to the meeting and wished people a Merry Christmas and Happy New Year.
- 3. A. Ayon- Thanked everyone and wished everyone Happy Holidays. He acknowledged that the prices of things were rising but assured the public that actions were being taken to improve our community.
- 4. R. Cano- Mentioned he has lived in McFarland for 20 years. Apologized for not being considerate of the rate increase proposal stating that he understands the need for the rate increase.

He stated he knows the importance of listening to the community and assured everyone that they are.

5. S. Ayon- Stated the importance of being transparent, he informed that decades of negligence, uncountability, and lack of oversight left the city's infrastructure and water wells unmaintained for decades. He assured the public that they are working diligently to fix the issues as well as build the foundation for a prosperous future and good quality of life for our residents. He wished everyone happy holidays.

The council adjourned to closed session at 8:24 p.m.

CLOSED SESSION

17. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)Property: APN 060-050-24 Agency Negotiators: Paul Saldana and Diego Viramontes
Negotiating Parties: San Joaquin Renewables LLC Under Negotiation: Terms, price, and conditions of sale.
Reportable Action:
18. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation - Significant exposure to litigation pursuant to Government Code §54956.9(b): Two Cases
Reportable Action:

ADJOURNMENT

A motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez to adjourn the regular open session meeting at 8:24 p.m.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: PUBLIC HEARINGS
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Public Hearing Requesting Input Regarding the Composition of District Elections

- a. Staff Report: Community Development Director, Paul Saldaña
- b. Open Public Hearing and Receive Public Testimony:

SUMMARY:

On November 9, 2023, the City Council adopted Resolution 2023- 141 initiating the process to transition from an at-large election system to a district-based election system. This change will create four (4) single-member districts, with each district having a single representative who must reside within that district. The Mayor will continue to be elected citywide. A key reason that the City is proceeding with district-based elections is the threat of significant litigation under the California Voting Rights Act (CVRA). Faced with potentially hundreds of thousands or even millions of dollars in legal fees and damages (as some cities have experienced), the Council decided to proceed with the creation of a district-based election system. This allows the City to retain its own ability to determine and adopt an appropriate district map instead of having the risk of a court doing so.

The first step in the transition process is to hold two public hearings to solicit input on the composition of City Council districts. These hearings are being held at the December 14, 2023 and January 11, 2024 Regular City Council Meetings. The public is requested to provide testimony about the City's "communities of interest" and other local factors that should be considered while drafting district boundaries. A "community of interest" is a neighborhood or geographic area that would benefit from being in the same council district because of shared interests or characteristics. A community of interest may include, but is not limited to, the following features:

- Areas around parks, rivers, hills, and other landmarks
- Proximity to highways or major roads
- Common neighborhood activities, concerns, or issues
- Shared demographic characteristics, such as:
 - 1. Levels of education and income
 - 2. Languages spoken
 - 3. Housing type (rented or owned) and density (multifamily or single family)

In creating district boundaries, the City must ensure compliance with the following state and federally-mandated criteria, according to the Fair Maps Act of 2019 (as modified):

Federal Laws

1. Each council district shall contain a nearly equal population.
2. Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor (*Shaw v. Reno*, 509 U.S. 630 1993).

California Criteria for Cities

Districts shall be drawn according to the following criteria, ordered by priority (Elections Code Sec. 21601):

1. Districts shall be geographically contiguous.
2. Districts shall be drawn in a manner that minimizes the division of neighborhoods and local “communities of interest.”
3. District boundaries shall be easily identifiable and understandable by residents.
4. Districts shall be drawn to encourage geographical compactness.

In addition, districts “shall not favor or discriminate against an incumbent, political candidate, or political party...”

Next Steps

After these two hearings are completed, the City must hold at least two additional public hearings on the proposed district boundary maps. The draft maps must be publicly available for at least seven days before the public hearing, and if a change is made to the map after the first public hearing, the revised map must be available at least seven days before the districts are adopted by ordinance. There is also an opportunity for members of the community to submit maps.

Council will begin consideration of draft maps at Public Hearing #3 on January 25, 2024. Maps will be posted to the City website and available at City Hall no later than January 18, seven days prior to that hearing. Public submissions are requested by January 15, to allow time for processing before the deadline for posting. If changes are requested or additional maps are received, these maps will be posted on February 1, 2024 for the February 8, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

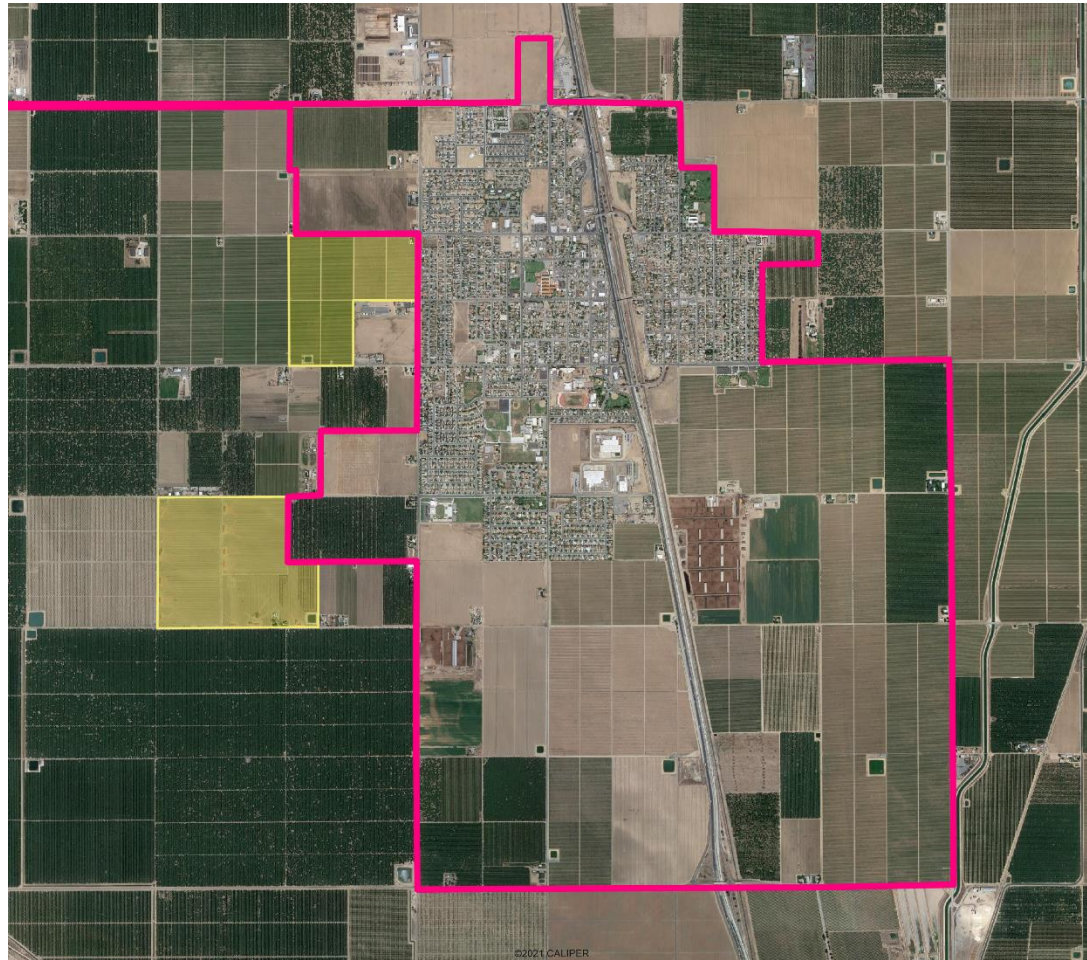
Conduct public hearing.

Receive public input regarding districting process.

Provide direction to the Demographer and City Staff on the draft Council election district maps and sequence of elections.

ATTACHMENTS:

1. Background Information - Public Hearing #1 12/14/2023



City of McFarland

Introduction to Districting

Dec. 14, 2023

National Demographics Corporation

Election Systems

1. “At Large”
2. “From District” or “Residence” Districts
3. “By District”

**The California Voting Rights Act
was written to specifically
encourage by-district elections.**

Districting Process

Step	Description
Two Initial Hearings December 14 & January 11	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
Initial Public Map Deadline January 15	Deadline for map submissions from the community for Public Hearing 3
Release draft maps January 18	Maps must be posted at least 7 days prior to 3 rd hearing.
Third Public Hearing January 25	Meeting to discuss and revise the draft maps and election sequence
Final Public Map Deadline January 29	Deadline for map submissions from the community for Public Hearing 4
Release revised maps February 1	Maps must be posted at least 7 days prior to 4 th hearing.
Fourth Public Hearing February 8	Meeting to discuss the draft maps and election sequence; selection of preferred map and introduction of ordinance
Map adoption February 22	Map adopted via ordinance. Final map must be posted at least 7 days prior to adoption.

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

3. Other Traditional Redistricting Principles

Future population growth

Prohibited: “shall not favor or discriminate against an incumbent, political candidate, or political party..”

Demographic Summary

Total population from the California adjustment to the 2020 Census

Other demographic data from the American Community Survey and Statewide Database

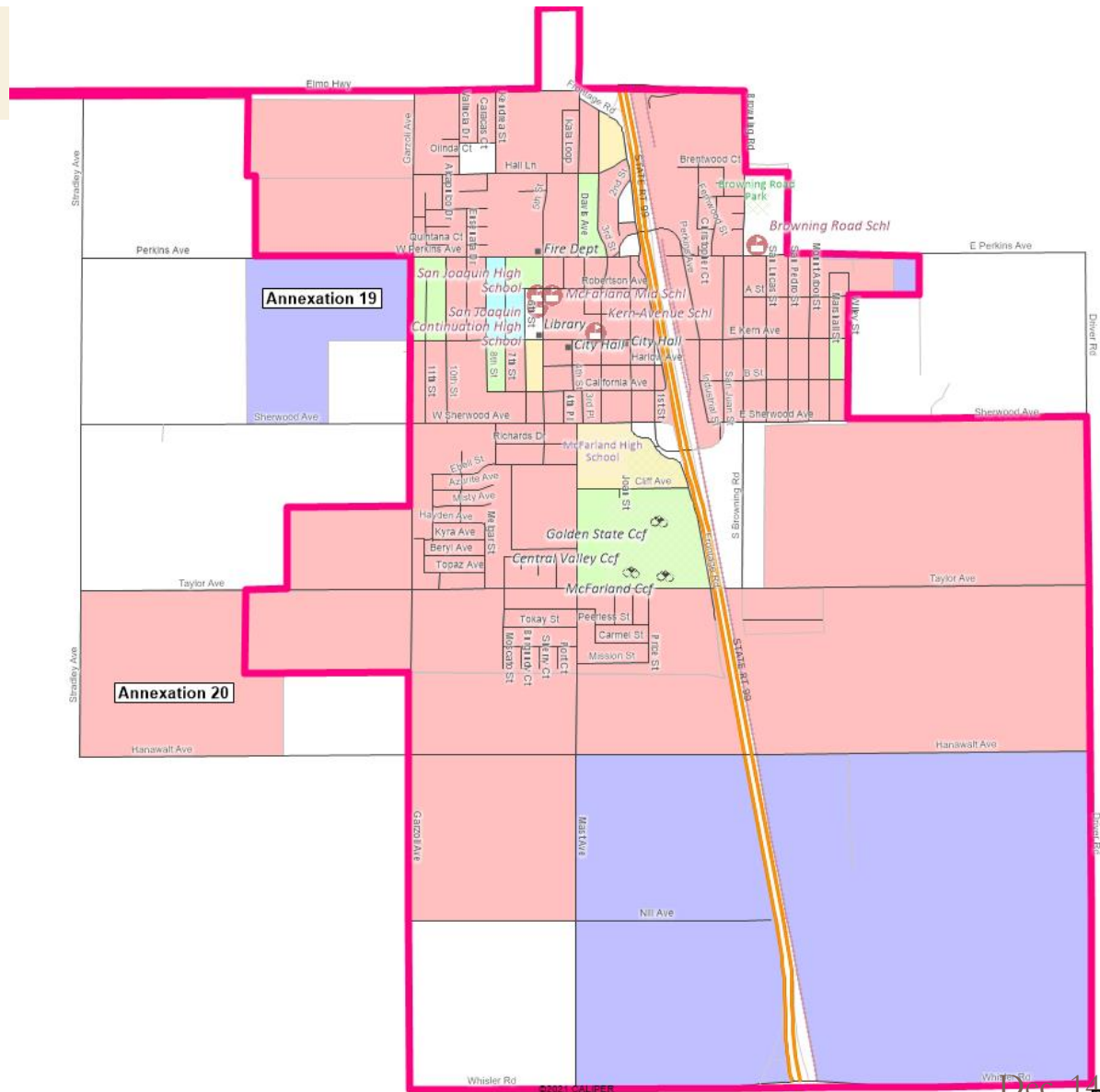
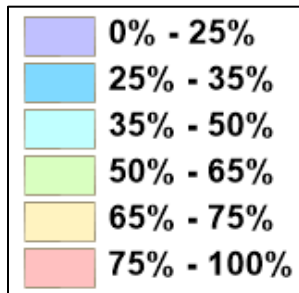
Each of the 4 districts must contain about 3,484 people.

Data include current population of both Annexation 19 (7 residents) and Annexation 20 (2 residents)

City of McFarland						
Category	Field	Total		Category	Field	Total
Census	Total Population	13,935		Age	age0-19	39%
Total Pop.	Hispanic/Latino	96%			age20-60	51%
	NH White	3%			age60plus	10%
	NH Black	0%		Immigration	immigrants	32%
	NH Asian/PacIsl.	1%			naturalized	24%
	NH Native Amer.	0%		Language spoken at home	english	24%
Citizen Voting Age Pop	Total	5,639			spanish	75%
	Hisp	91%			asian-lang	1%
	NH White	7%			other lang	0%
	NH Black	0%		Language Fluency	Speaks Eng. "Less than Very Well"	48%
	Asian/PacIsl.	1%			Education (among those age 25+)	hs-grad
Native Amer.	0%		bachelor	2%		
Voter Registration (Nov 2022)	Total	4,610		graduatedegree		2%
	Latino est.	98%		Child in Household	child-under18	64%
	Spanish-Surnamed	88%		Pct of Pop. Age 16+	employed	57%
	Asian-Surnamed	1%		Household Income	income 0-25k	25%
	Filipino-Surnamed	2%			income 25-50k	36%
	NH White est.	0%			income 50-75k	16%
	NH Black	0%			income 75-200k	22%
Voter Turnout (Nov 2022)	Total	1,438		income 200k-plus	1%	
	Latino est.	94%		Housing Stats	single family	85%
	Spanish-Surnamed	85%			multi-family	15%
	Asian-Surnamed	0%			rented	46%
	Filipino-Surnamed	2%			owned	54%
	NH White est.	2%				
NH Black	0%					
Voter Turnout (Nov 2020)	Total	2,507		Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2017-2021 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database. "Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate.		
	Latino est.	92%				
	Spanish-Surnamed	88%				
	Asian-Surnamed	0%				
	Filipino-Surnamed	2%				
	NH White est.	6%				
NH Black est.	0%					

Latino CVAP

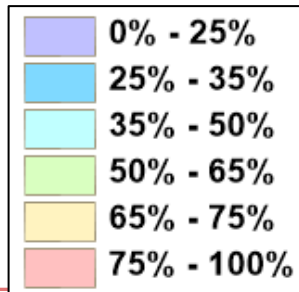
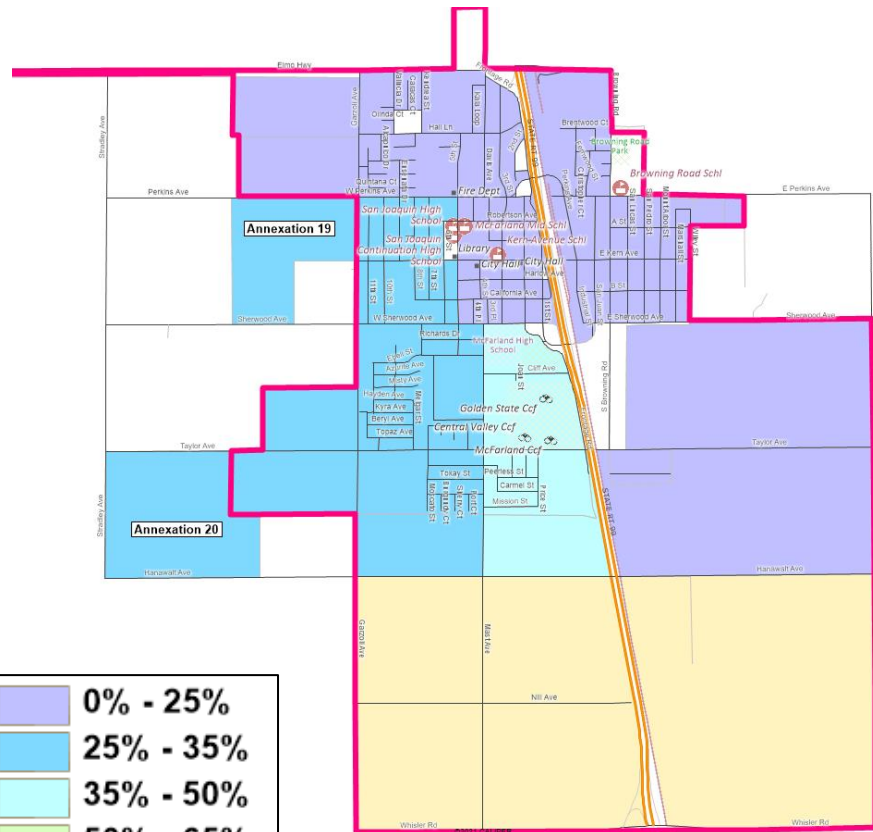
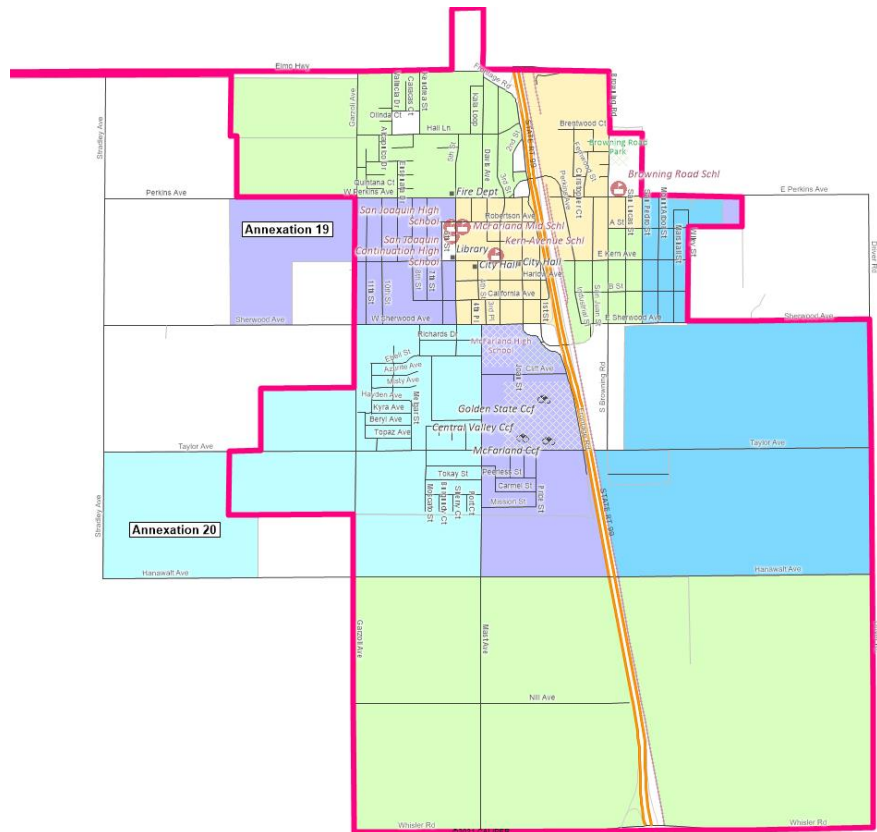
Latinos predominate throughout the city



Other Socio-Economic Demographics

Renters

Income \$75k +



Defining Neighborhoods

1st Question: What is your neighborhood?

2nd Question: What are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



Beyond Neighborhoods: Defining Communities of Interest

1st Question: What defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by county policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Public Hearing & Discussion

What is your neighborhood and what are its boundaries?

What other notable areas are in the City, and what are their boundaries?



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: PUBLIC HEARINGS
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Introduction and First Reading of Ordinance No. 1-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ZONING CODE AMENDMENTS TO TITLE 17 ZONING AMENDING TITLE 17, CHAPTER 17.16.060 AND CHAPTER 17.136.150 ADDITIONAL DWELLING UNITS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

- a. Staff Report: Community Development Director, Paul Saldaña
- b. Open Public Hearing and Recieve Public Testimony:
- c. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only and Introduce Ordinance No. 1-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ZONING CODE AMENDMENTS TO TITLE 17 ZONING AMENDING TITLE 17, CHAPTER 17.16.060 AND CHAPTER 17.136.150 ADDITIONAL DWELLING UNITS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.
- d. Direct staff to schedule second reading and adoption.

SUMMARY:

BACKGROUND

The City of McFarland adopted Section 17.136.150 Additional Dwelling Units in 1969. This section permitted additional dwelling units in the R-1 residential zones upon the Planning Commission approving a Conditional Use Permit and complying with various other requirements. State law now requires all cities and counties to permit by right accessory dwelling units and junior accessory dwelling units in all zones that permit residential uses.

Upon adoption of the ADU ordinance by the City Council, Staff will forward the adopted ordinance to the State California Department of Housing and Community Development (HCD) for its comments which may require additional changes. The staff at HCD have 60 days in which to complete their review of the adopted ordinance and provide comments as to the adequacy of the adopted ordinance. If comments are received, the ordinance will need to be further amended to address any changes. If HCD finds that any adopted ordinance enacted by a local jurisdiction is in any way inconsistent with state law, the ordinance is void. If this

occurs, the ADU ordinance will require amending.

DISCUSSION

The attached Accessory Dwelling Unit Handbook published by the California Department of Housing and Community Development- Updated July 2022 provides a comprehensive review of the state legislation and HCD's interpretation. The handbook contains a section relating to questions and answers for use by local government and residents. It also contains legislative mandates requiring cities and counties to abide by in the implementation of the state laws. The following definitions provide a general overview of the Accessory Dwelling Unit legislation.

Structure: Accessory Dwelling Unit (ADU) is accessory to a primary residence and has complete independent living facilities for one or more persons and has a few variations: Detached – the unit is separated from the primary structure; Attached – the unit is attached to the primary structure; Converted Existing Space – Space (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit.

Junior ADUs: We are required to allow these smaller ADUs, only in single-family homes, and less than 500 square feet of existing space.

Separate sale of JADUs: Government Code Section 65852.26 was added which allows, under certain circumstances, the separate sale of a JADU when the property is constructed and owned by a 501(c)(3) nonprofit. The JADU must, among other requirements, remain affordable for a minimum of 45 years, and the owner of the single-family home must reside within the home.

Fees:

Processing Fee: An ADU or JADU can only be charged for the cost of processing a new single-family dwelling (SFD). Impact/development fees can only be charged if the ADU is greater than 750 square feet. The fee must be prorated based on fees for the SFD.

Lot size: The state has removed any requirement for a minimum lot size.

Number of ADUs: Any lot where an ADU is permitted may have one ADU and one JADU. In situations where multi-family units exist, two detached ADUs are permitted plus additional units up to 25 percent of the existing unit total. These units can be constructed within existing unit space, subject to limitations. No JADUs are permitted in multi-family units.

Setbacks, Size and Height: A detached ADU can now have side and rear setbacks of just four feet, and the height of the building can be up to 16 feet. In McFarland's code, the height of the ADU may be the height permitted in the applicable zone district. An ADU must be at least 110 square feet based on the California Building Code.

Utility Meters: An ADU is not considered a new residential use for purposes of calculating connection fees unless constructed concurrent with a new SFD onsite.

Parking: A previous revision of the state's legislation allows parking within setback areas or as tandem parking on driveways. Covered parking is not required. If a carport or garage is converted or demolished for the construction of an ADU, the primary home parking is no longer

required.

Processing time: The overall time to process an ADU and/or JADU must be reduced to 60 days.

Nonconforming: The correction of nonconforming structures requesting conversion to accessory units shall not be a condition for ministerial permits.

Owner-occupied: If a JADU is constructed within a single-family home, the owner must reside in either the JADU or the primary home. A Covenant Agreement is required to be recorded. For an ADU, there is no requirement for the owner to occupy either the primary unit or the ADU.

The Planning Commission held a public hearing on December 12, 2023 and following the public hearing, the Commission adopted Resolution PC 2023-0004 recommending the City Council adopt the Ordinance and accept the CEQA Notice of Exemption.

ENVIRONMENTAL REVIEW

The proposed amendment to Title 17 Zoning, amending Chapters 17.16.060 by adding language and amending Section 17.136.150 to delete the language from subpart (A) and (B) and add 17.136.150.010 through 17.136.150.130 is exempt per Section 15061(b)(3) (General Rule) of the California Environmental Quality Act (CEQA) Guidelines because the project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed ordinance amendments are covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed ordinance amendments are to bring city regulations into compliance with state mandates and will not affect any scenic highway or resources, propose development on a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code, does not affect any site that could qualify as historical resources and no structures are to be demolished, nor would the project have a significant adverse impact on a historic resource.

FINANCIAL IMPACT:

RECOMMENDATION:

City Council conduct public hearing and introduce for first reading Ordinance No. 14-2024 amending Title 17 of the McFarland Municipal Code related to Additional Dwelling Units and Accept California Environmental Quality Act (CEQA) A Notice of Exemption.

ATTACHMENTS:

None

ORDINANCE NO. 1-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING ZONING CODE AMENDMENTS TO TITLE 17 ZONING AMENDING TITLE 17, CHAPTER 17.16.060 AND CHAPTER 17.136.150 ADDITIONAL DWELLING UNITS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

Section 1. Recitals

WHEREAS, the City Council desires to amend Title 17 Zoning as follows: Chapter 17.16, Section 17.136.150 to delete 17.136.150(A) and (B) and to add 17.136.150.010-17.136.150.130.

WHEREAS, on December 12, 2023, at after a duly noticed public hearing, the Planning Commission considered the Proposed Amendments, including presentations from City staff, oral testimony, and written testimony; and

WHEREAS, after the above-mentioned public hearing, the Planning Commission adopted Resolution No.004-2023 which recommended that the City Council adopt this Ordinance; and

WHEREAS, on January 11, 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 introduced the ordinance; and

WHEREAS, after the above-mentioned City Council public hearing, the City Council now desires to amend Title 17 Zoning by amending Chapters 17.16.060 and Section 17.136.150 to delete the language from subpart (A) and (B) and adding 17.136.150.010 through 17.136.150.130.

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

NOW, THEREFORE, the City Council of the City of McFarland does hereby ordain as follows:

1. The Recitals set forth above are true and correct and incorporated herein.
2. Copies of the environmental document and full text of the deletion and addition to Title 17 Zoning were made available for public inspection during public review period at the City Clerk's office and the City of McFarland Community Development Department, 401 W Kern Avenue, McFarland, CA 93250 and on the City's website.
3. Based upon its own independent judgment and substantial evidence in the record of proceedings related to the Proposed Ordinance amendments, the City Council approves the Notice of Exemption.
4. This Ordinance establishes the opportunity for the efficient review and approval of accessory dwelling units.

Code Amendments are as follows:

1. AMEND TITLE 17 ZONING, CHAPTER 17.16.060 DWELLING UNITS PER LOT

Chapter 17.16 Single Family Residential Zone, Section 17.16.060 Dwelling units per lot.

Subject to the exceptions stated in Section 17.136 of this Code, not more than one dwelling unit shall be allowed on each lot.

1. AMEND Title 17 zoning, Chapter 17.136.150 Additional dwelling units:

Chapter 17.16 General Provisions, Section 17.136.150 Additional dwelling units.

1. ~~Notwithstanding any other provisions of this title, where a lot in the R-1 zone has an area of twelve thousand square feet or more and with adequate provisions for ingress and egress, a conditional use permit may be granted by the planning commission for the construction of additional one-family dwellings and allowable accessory buildings; however, the minimum site area shall be six thousand square feet of lot area per each one-family dwelling. Notwithstanding any other provisions of this title, where a lot in the R-2 zone has an area of nine thousand square feet or more and with adequate provisions for ingress and egress, a conditional use permit may be granted for the construction of additional family dwelling units and allowable accessory buildings; however, the minimum site area shall be three thousand square feet of lot area per each family dwelling unit.~~

2. ~~The procedure for filing of applications, filing fees, investigation, notices, public hearings and findings shall be the same as provided in this title for variances.~~

(Ord. 109 § 32.14, 1969)

17.136.150.010 – Purpose and Applicability.

- A. Purpose. The purpose of this chapter is to comply with Government Code Section 65852.2 (Accessory Dwelling Units), 65852.22 (Junior Accessory Dwelling Units), and 65852.26 (Sale or Conveyance of Accessory Dwelling Unit Separate from Primary Residence) as amended from time to time by the State, which provides for cities to set standards for the development of accessory dwelling units (ADUs) and Junior ADUs (JADUs) so as to increase the supply of smaller and affordable housing while ensuring that they remain compatible with the existing neighborhood. Accessory dwelling units are considered to be a residential use, consistent with the General Plan objectives and zoning regulations, and enhance housing opportunities, including near transit for residential lots zoned to allow single family, homes or multi-family units.
- B. This chapter is intended to implement the City's Housing Element of the General Plan and is adopted to comply with State law (Government Code Section 65852.2 and 65852.22), by allowing ADUs through ministerial review in all districts zoned to allow single-family, multi-family, or mixed uses, subject to meeting the standards prescribed below.
- C. Permitted Locations. The provisions included in this chapter are applicable to all lots that 1) are zoned to allow single-family, multi-family residential, or mixed uses; and 2) include a proposed or existing primary dwelling.

17.136.150.020 – Application Process.

- D. Permit Required. An Administrative Permit in compliance with Chapter 17.160 is required for ADUs along with a Building Permit.
- E. Review and Approval – Ministerial Review. An Administrative Permit in compliance with Chapter 17.160 for an ADU shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding California Government Code Sections 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits within 60 days of acceptance of a complete application.
 - 1. Exception: Should the permit application to create an ADU be submitted concurrently with a permit application to create a new single-family dwelling on the lot, in which case the City shall not act on the ADU permit application until the City acts on the permit application for the new single-family dwelling unit; or The applicant requests a delay, in which case the sixty (60)-day time period shall be tolled for the period of the delay. If the City has not acted upon the completed application for the ADU within 60 days, and neither of the above exceptions are met, then the application for the ADU shall be deemed approved.
- F. ADU shall be subject to this section and under subdivision (e) of Government Code 65852.2 shall not be subject to design and development standards except for those that are noted in this Chapter. ADUs that do not meet objective and ministerial development and design standards may still be permitted through an ancillary discretionary process, Conditional Use Permit, if the applicant chooses to pursue this route. In this scenario, the applicant assumes time and monetary costs associated with a discretionary approval process.

17.136.150.030 – Submittal Requirements.

- A. The completed application, Administrative Permit, shall be submitted to the Community Development Department on an application form prepared by the Community Development Director and shall include the submittal requirements as defined by Chapter 17.160. Upon approval of the Administrative Permit, the applicant shall submit a building permit application. Fees for an ADU shall be established by the City Council and said fees shall be, but not limited to, Administrative Permit Application, Building Plan Check Fees, Building Permit Fees, and state mandated fees relating to the issuance of building permits.

17.136.150.040 – Type of Accessory Dwelling Units.

- A. Types of Accessory Dwelling Units.
 - 1. Attached ADU. An ADU attached to an existing or proposed primary dwelling and located on the same lot as the proposed or existing primary dwelling, which provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. The attached ADU shall have an exterior entrance separate from the main house.
 - 2. Detached ADU. An ADU structurally independent and detached from an existing or proposed primary dwelling and located on the same lot as the proposed or existing primary dwelling, which provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation.
 - 3. Internal Conversion ADU. An ADU may be located within areas converted to habitable

space, such as:

1. An area within an existing single-family dwelling (e.g., attached garage) and on the same lot as the existing dwelling with a separate exterior entrance; or
2. An existing accessory structure (e.g., detached garage or pool house) located on the same lot as an existing single-family dwelling with a separate exterior entrance; or
3. Portions of existing multi-family structures that are not used as livable space including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

17.136.150.050 – Number and Types of ADUs Permitted Per Legal Parcel or Lot.

- A. Lots with a Single-Family Dwelling. The following number and types of ADUs shall be allowed per lot that is zoned to allow single-family residential uses and includes a proposed or existing single-family dwelling.
 1. One (1) attached ADU; or
 2. One (1) detached ADU; and
 3. One (1) JADU (See Section 17.136.150.120).
- B. Lots with a Multi-Family Dwelling(s). The following number and types of ADUs shall be allowed per lot that is zoned to allow multi-family residential uses and includes a proposed or existing multi-family dwelling.
 1. Conversion of non-livable spaces to create ADU(s). At least one (1) ADU within the portions of existing multi-family structures, from the conversion of non-livable area, shall be allowed per lot that is zoned to allow multi-family residential uses and includes an existing multi-family structure, so long as it does not exceed 25 percent of the total number of existing dwelling units. ADUs within multi-family structures must be converted from non-livable areas and if no non-livable areas exist, no ADUs will be permitted.
 2. Detached ADU(s). Not more than two (2) ADUs, conversion of existing accessory structures and/or new construction, that are located on a lot that is zoned to allow multi-family residential uses and includes an existing or proposed multi-family dwelling.

17.136.150.060 – Development Standards.

- A. Site/Location Requirements.
 1. Minimum Lot Size. ADUs that comply with this Chapter shall be permitted on all legally established parcels, regardless of parcel size.
 2. Lot Coverage. Not applicable.
 3. Space Between Buildings shall be established in the applicable zone district.
- B. Size and Floor Area.
 1. Detached ADU. The maximum floor area of a new construction of a detached ADU is 1,200 square feet.
 2. Attached ADU. The maximum floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling for an attached ADU but is permitted to be at least 800 square feet.
- C. Height and Number of Stories. All ADUs shall comply with the minimum height restrictions as established in the applicable zone district.
- D. Setbacks. All ADU Setbacks shall ensure accessibility for health and safety emergency personnel

and shall provide site visibility at street and alley intersections. The side yard setbacks listed below ensure health and safety access by emergency personnel and site visibility at street intersections. Where utility easements exist, should the minimum setback encroach into the easement, the setback shall be increased to be equal to or greater than the width of the utility easement(s).

1. Front Yard Setbacks. All ADUs shall meet the minimum front yard setback as established in the applicable zone district.
 2. Rear and Side Yard Setbacks shall be the minimum as listed below, except where public utility easement(s) requires a greater setback.
1. Interior Side Yard Setbacks: Interior Side Yard shall be a minimum of four (4) feet.
 2. Corner Side Yard Setback – Corner yard setback shall be six (6) feet.
 3. Interior Rear Yard Setback: Interior Rear Yard Setback shall be a minimum of four (4) feet for interior lots.
 4. Corner Rear Yard Setback: Corner Rear Yard Setback for corner lot shall be a minimum of six (6) Feet.
3. When an existing structure is converted to an ADU, and the existing structure either has no setbacks or has setbacks of less than four (4) feet, then the ADU shall maintain the same setbacks as the existing structure or setbacks of four (4) feet from the side and rear yards, whichever is less, if the ADU is constructed in the same location and to the same dimensions as the existing structure.
1. Conversion of existing structures to an ADU not meeting the minimum setbacks shall be designed and/or retrofitted to meet the Fire and Building codes.

E. Parking Requirements.

1. One (1) parking space shall be provided per ADU, where applicable. This space may be provided as tandem parking on a driveway where the parking of vehicles do not block sidewalks nor pedestrian access. Parking of vehicles shall not be within four (4) feet of the interior side yard and shall not be within six (6) feet of a corner side yard setbacks. The four (4) foot and six (6) foot non-parking areas are to ensure health and safety access by emergency personnel and site visibility at street intersections.
2. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, replacement parking is not required. Off-street parking may be within the front yard setback area and may be designed as tandem parking or other design that accommodates off-street parking. The City code requires two (2) off-street parking spaces per dwelling unit but does not require garages nor carports for off-street parking. Therefore, two-off-street parking spaces are required and when required one off-street parking for the ADU. As noted, tandem parking shall not block sidewalks, landscape areas or public access.
3. Exceptions. No parking shall be required for ADUs in any of the following instances:
 1. The ADU is located within one-half mile walking distance of public transit.
 2. The ADU is located within an architecturally and historically significant historic district.
 3. The ADU is part of the proposed or existing primary residence or an accessory structure.
 4. When on-street parking permits are required but not offered to the occupant(s) of the ADU.
 5. There is a car share vehicle located within one (1) block of the ADU.

- F. Architectural Review. The construction of new ADUs shall be subject to Section 17.134.030 Single-family residential Standards.
- G. Access and Entry. An ADU shall have a separate entry from the primary residence and shall be from the side or rear yard.
- H. Density Limits. An ADU that conforms to the ordinance shall be deemed to be an accessory use or accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use which is consistent with the existing general plan land use and zoning designations for the lot. The ADU shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

17.136.150.070 – Other Requirements.

- A. Availability of Utilities.
 - 1. Utility Connections. ADUs may be subject to utility connections as provided herein.
 - 2. Private Sewage Disposal System. ADUs not serviced by the City's wastewater system must receive clearance from the Kern County Public Health Services Department. The applicant shall provide clearance to the City Building Division prior to the issuance of a building permit.
- B. Addressing. The ADU shall be required to apply for and pay the adopted addressing fee for the proposed ADU(s), whether the ADU is an attached or detached. The address must be assigned prior to the issuance of the building permit.
- C. Fire Sprinklers. Installation of fire sprinklers may not be required in ADUs (attached, detached, or conversion) where sprinklers were not required by building codes for the existing primary residence. For example, a detached single-family home designed and constructed decades ago would not have been required to have fire sprinklers installed under the applicable building code at the time. However, if the same primary dwelling recently underwent significant alteration and is now required to have fire sprinklers, any ADU created after that alteration must be provided with fire sprinklers. (Government Code Section 65852.2, subs. (a)(1)(D)(xii) and (e)(3).) Please note, for ADUs created on lots with multifamily residential structures, the entire residential structure shall serve as the "primary residence" for the purposes of this analysis. Therefore, if the multifamily structure is served by fire sprinklers, the ADU can be required to install fire sprinklers. For additional guidance on ADUs and fire sprinkler system requirements, please consult the Office of the State Fire Marshal. If fire sprinklers are not required for the primary residence, then installation of fire sprinklers is not required in an ADU. However, if the primary residence undergoes significant remodeling and is required to install fire sprinklers, an ADU created after the remodel would also be required to install fire sprinklers.
- D. Solar Panels. New ADUs are subject to the California Energy Code requirement (excluding manufactured homes) to provide solar systems if the unit(s) is a newly constructed, non-manufactured, detached ADU (though some exceptions apply). Per the California Energy Commission (CEC), the solar systems can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to the Energy Code requirement to provide solar systems.
- E. Flood Elevation Certification. All ADUs are required to comply with Chapter 15.12 Floodplain Management when the proposed ADU is located within the FEMA Flood Hazard area which has a one (1) percent annual chance for shallow flooding. If applicable, prior to the issuance of the

building permit, compliance with Section 15.12.170(C) of the McFarland Municipal Code and prior to the issuance of the building permit, a Flood Certification shall be provided.

- F. Building Code compliance is required for all ADUs. The Community Development Department will not issue final building permits for an ADU before approval of building permits for the primary dwelling.
- G. Kern County Fire Department Clearance shall be required prior to the issuance of a building permit for an ADU.
- H. Other Code compliance as may be applicable, such as but not limited to encroachment permits, lot mergers, lot line adjustments, etc.

17.136.150.080 – Occupancy, Rental, and Sale Limitations

- A. Owner Occupancy shall not be required for ADUs.
- B. Rental of ADUs shall be a minimum of 30 days.
- C. Separate Conveyance. An ADU may be rented separate from the primary residence but may not be sold or otherwise conveyed separate from the primary residence, except when sold by a qualified nonprofit corporation to a qualified buyer in accordance with California Government Code Section 65852.26 with affordability restrictions.

17.136.150.090 – Fee Requirements.

- A. Connection Fees or Capacity Charges. An ADU shall not be considered to be a new residential use for the purposes of calculating connection fees or capacity chargers for utilities, including water and sewer service, unless the ADU was constructed with a new single-family dwelling. Where a new ADU and new residential unit is applied for and constructed, the new ADU and new residential unit shall pay the applicable Sewer Connection Fee in place at the time of submittal.
- B. Impact Fees. Impact fees shall not be imposed on an ADU that is less than 750 sf. in size. For ADUs that are greater than 750 sf. in size, impact fees charged shall be proportionate in relation to the square footage of the primary dwelling unit.
- C. Permit Processing Fee. Application fees shall be as established by resolution of the City Council for the processing of the planning and building permit applications. Other fees such as but not limited to file maintenance and technology fees shall be required. All state mandatory fees associated with building permits shall be required.
- D. Monthly Charges for Sewer and Water. ADUs shall be subject to the monthly utility fees for wastewater. Water service is provided by the City and as such an ADU may be subject to the monthly utility fees for domestic water service.

17.136.150.100 – Conditions for Non-Conforming Uses and Structures.

- A. Nonconforming Conditions. Notwithstanding Chapter 17.136.050, to the contrary, an owner of an ADU that receives a notice to correct violations or abate nuisance, in relation to the ADU, may request a delay for five years in enforcement of a building standard, as long as the violation is not a health and safety issue as determined by the City's Building Official, subject to compliance with the Health and Safety Code Section 17980.12 and the following conditions:
 - 1. The ADU was built before January 1, 2020.

2. The ADU was built on or after January 1, 2020, in a local jurisdiction that, at the time the ADU was built, had a noncompliant ADU ordinance, but the ordinance is compliant at the time the request is made.

17.136.150.110 – Definitions Accessory Dwelling Units. For purposes of this section, the following terms have the following meanings.

- A. “Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
 - a. An efficiency unit.
 - b. A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- B. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
- C. “Efficiency unit” has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
- D. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- E. “Local agency” means a city, county, or city and county, whether general law or chartered.
- F. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- G. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- H. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- I. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- J. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- K. “Impact Fee” has the same meaning as the term “fee” is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. “Impact Fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.
- L. Multiple detached dwellings on a lot in the R-2, R-3, and R-4 Zones: A lot where there are currently multiple detached single-family dwellings is eligible for creation of one ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure and by building a new detached ADU subject to certain development standards. (Government Code Section 65852.2, subs. (e)(1)(A) and (B).)
- M. Multifamily dwelling under ADU Law is as follows: For the purposes of State ADU Law, a structure with two or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-unit dwellings on the same lot are not considered multifamily dwellings for the purposes of State ADU Law.

17.136.150.120 – Junior Accessory Dwelling Units.

- A. Permitted one (1) junior accessory dwelling units (JADU) in single-family residential zones.
- B. An administrative permit shall be required for the creation of a JADU, and shall do all the following:
 - 1. One (1) JADU per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.
 - 2. Require owner-occupancy in the single-family residence in which the JADU will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
 - 3. Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following.
 - 1. A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
 - 2. A restriction on the size and attributes of the JADU that conforms with this section.
 - 4. A permitted JADU shall be constructed within the walls of proposed or existing single-family residence.
 - 5. The JADU shall provide a separate entrance from the main entrance to the proposed or existing single-family residence.
 - 6. The JADU shall provide an efficiency kitchen, which shall include all of the following:
 - 1. A cooking facility with appliances.
 - 2. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 - 7. A JADU shall not require additional parking as a condition to grant a permit.
- B. JADU shall be required to submit a building permit and pay adopted fees for planning clearance, Administrative Permit and Maintenance Fees, building fees relating to plan checks, building permit, inspection, including the imposition of a fee for that inspection, to determine if the JADU complies with applicable building standards.
- C. An application for a JADU, notwithstanding State of California Government Code, Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. The Planning Division shall act on a completed application to create a JADU within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a JADU is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the JADU until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the JADU shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.
- D. Fees for a JADU shall be established by the City Council and said fees shall be, but not limited to, Administrative Permit Application, Building Plan Check Fees, Building Permit Fees, and state mandated fees relating to the issuance of building permits.
- E. For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a

JADU so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a JADU or not.

- F. For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.
- G. This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a JADU, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a JADU.

Section 17.136.150.130 Definitions Junior Accessory Dwelling Unit (JADU). For purposes of this section, the following terms have the following meanings:

- A. “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- B. “Local agency” means a city, county, or city and county, whether general law or chartered.
- C. Effective January 1, 2020, Section 17980.12 was added to the Health and Safety Code, immediately following Section 17980.11, to read: For purposes of this section, the following terms have the following meanings:
 - a. “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.
 - b. “Local agency” means a city, county, or city and county, whether general law or chartered.
- D. Effective January 1, 2020 Section 17980.12 was added to the Health and Safety Code, immediately following Section 17980.11, to read:
 - a. 17980.12. (1) An enforcement agency, until January 1, 2030, that issues to an owner of an accessory dwelling unit described in subparagraph (A) or (B) below, a notice to correct a violation of any provision of any building standard pursuant to this part shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to this subdivision:
 1. The accessory dwelling unit was built before January 1, 2020.
 2. The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.
 3. The owner of an accessory dwelling unit that receives a notice to correct violations or abate nuisances as described in paragraph (1) may, in the form and manner prescribed by the enforcement agency, submit an application to the enforcement agency requesting that enforcement of the violation be delayed for five years on the basis that correcting the violation is not necessary to protect health and safety.
 4. The enforcement agency shall grant an application described in paragraph (2) if the enforcement determines that correcting the violation is not necessary to protect health and safety. In making this determination, the enforcement agency shall consult with the entity responsible for enforcement of building standards and other regulations of the State Fire Marshal pursuant to

Section 13146.

5. The enforcement agency shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the enforcement agency before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to paragraph (3).
 - b. For purposes of this section, “accessory dwelling unit” has the same meaning as defined in Section 65852.2.
 - c. This section shall remain in effect only until January 1, 2035, and as of that date is repealed.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 1/11/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

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 January 11, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: PUBLIC HEARINGS
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Second Reading and Adoption of Ordinance No. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA.

- a. Staff Report: Community Development Director, Paul Saldaña.
- b. Open Public Hearing and Receive Public Testimony:
- c. Motion to waive the reading of the Ordinance Text in its entirety, read by title only, and adopt Ordinance No. 13-2023 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA.
- d. Direct staff to post in designated posting locations within fifteen days of its passage.

SUMMARY:

On February 23, 2023 the City Council adopted Ordinance No. 02-2023 which added Chapter 19.04 to provide for and regulate commercial cannabis businesses within the City of McFarland. The regulations and supplemental application were made available to interested parties to apply for a Commercial Cannabis Business Permit ("Permit"). Additionally, the City Council modified Chapter 19.04 to allow for commercial cannabis business operations within a C-2 zone subject to a Development Agreement.

OTC McFarland LLC ("OTC") submitted an application pursuant to Chapter 19.04 with a request for a Permit for a commercial cannabis business to be located at 981 Frontage Avenue. The property is owned by Guadalupe Garcia Diaz who signed the appropriate agreement indicating that OTC had authority to submit the permit. Staff reviewed the application provided by the OTC and upon determine that it was complete, forwarded the application to the Cannabis Committee. Concurrently, the City began negotiations with OTC regarding the development agreement and reached agreement on the framework for the agreement, the draft of which is attached. The agreement provides for the following:

- Provides for a 10 year term commencing on the effective date of the agreement.
- Provides for permitted use of the commercial cannabis operation in a C-2 zone and subjects the conditions of the approval to the measures outlined in Chapter 19.04 and the specific measures outlined in the Commercial Cannabis Permit which will be issued upon the effective date of the agreement.
- Provides for a combined cannabis tax and exaction equivalent to 15% of gross receipts each month from operations.
- Establishes a public benefit fund equal to 1% of gross receipts from operations.
- Sets in place the standards for inspection to ensure compliance with the City's regulations and conditions for which the development agreement may be terminated and the permit revoked, concurrent with Chapter 19.04.

Upon consideration of the ordinance approving the agreement, the additional actions by Council to be completed at second reading will be the approval and issuance of the Commercial Cannabis Business Permit and approval of the Indemnification Agreement between the City and OTC. Following the approvals, it is expected that OTC will file for a building permit for site improvements and commence operation in Spring 2024.

City staff has determined that the project is exempt from CEQA pursuant to Sections 15061(b)(3) and 15301 (Existing Facilities) of the CEQA guidelines. A notice of exemption will be filed upon final reading of the ordinance.

FINANCIAL IMPACT:

\$2.25 million is anticipated annually to the City's General fund from the operation of the business at full build out.

\$150,000 is anticipated as the annual amount to support local nonprofits, community events and activities.

RECOMMENDATION:

City Council conduct a public hearing and adopt Ordinance No. 13-2023 adopting an unmodified Ordinance approving a Development Agreement between the City of McFarland, OTC McFarland LLC and Gaaadalupe F. Garcia Diaz for the development of a commercial cannabis business at 981 Frontage Road.

ATTACHMENTS:

1. McFarland DA_Final Version 2.0

ORDINANCE NO. 13-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND OTC MCFARLAND, LLC AND GUADALUPE F. GARCIA DIAZ FOR THE DEVELOPMENT OF A COMMERCIAL CANNABIS BUSINESS AT 981 FRONTAGE ROAD, MCFARLAND CA.

Section 1. Recitals

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City of McFarland (“City”) to enter into development agreements and requires the planning agency of the City to find the proposed development agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property; and

WHEREAS, OTC McFarland LLC (“Developer”) has filed the a commercial cannabis permit application with the City for development of 981 Frontage Road, in McFarland , California, APN: 201-031-03-00-0, (“Property”) for the development of commercial cannabis business under Chapter 19.04 of the McFarland Municipal Code (the “Project”); and

WHEREAS, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, “CEQA”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities); and

WHEREAS, On December 12, 2023 at a duly noticed public meeting and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; and (3) approve this Development Agreement

WHEREAS, On December 14, 2023, at a duly noticed public meeting and after introduction of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances.

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

1. The above recitals are true, correct and hereby incorporated by reference.

2. The City Council adopts the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA;

3. The City Council approves the Development Agreement by and between The City Of McFarland and OTC McFarland LLC and Guadalupe F. Garcia Diaz as an uncodified ordinance attached hereto as Exhibit “A,”

3. Direct the Mayor or the City Manager or his/her designee to finalize and execute this Agreement on behalf of the City.

4. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 12/14/2023, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 1/11/2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

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 January 11, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:**

Community Development Director
City of McFarland
401 W. Kern Ave.
McFarland, CA 93250

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**Recording Fee Exempt per Government
Code §6103**

**DEVELOPMENT
AGREEMENT**

by and between

The City of McFarland,
a California municipal corporation

and

OTC McFarland LLC,
a California limited liability company

and

Guadalupe F. Garcia Diaz

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Development Agreement”) is made and entered into this ____ day of _____, 2023 (the “Record Date”), by and among the City of McFarland, a municipal corporation organized and existing under the laws of the State of California (the “City”) on one hand, and OTC Mc Farland LLC, a California limited liability company, (“Developer”) and Guadalupe F. Garcia Diaz (“Owner” or “Landlord”) on the other hand. The Parties to this Development Agreement may be referred to hereinafter individually as a “Party” or jointly as the “Parties.”

RECITALS

A) In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (“CUA”), which was codified under Health and Safety Code section 11262.5 et seq., and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.”

B) In 2004, the California Legislature enacted the Medical Marijuana Program Act Health & Safety Code, § 11362.7 et seq.) (“MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to enforce such ordinances civilly and criminally.

C) In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 –which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis.

D) The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the MCRSA”), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

E) On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act AUMA”) was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II,

§ 10(a).). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants.

F) AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

G) On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. Senate Bill 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities. The new consolidated provisions under Senate Bill 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”) to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis.”

H) On September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive changes to MAUCRSA, including the removal of the requirement that licensed premises remain “separate and distinct” for each license type.

I) MAUCRSA grants local jurisdictions discretion over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction and, if authorized, where within such jurisdiction.

J) On February 23, 2023, the City Council approved Ordinance No. 0002-2023 amending the McFarland Municipal Code (“MMC”) to add Chapter 19.04 to: (i) allow commercial cannabis businesses to operate within the City; (ii) require all cannabis businesses in the City to have a State license and a City cannabis business permit; (iii) establish procedures for the review and issuance of a cannabis business permits; and (iv) establish regulations related to such commercial cannabis business activities.

K) The MMC allows persons to engage in a permissible “Cannabis Business” upon the City’s issuance of a “Cannabis Business Permit,” which requires City approval of a Cannabis Permit, a development agreement if the business will operate within a C-2 zone, and other applicable approvals.

L) Developer is the owner of the Property (or) Developer affirms that it has an equitable interest in the real Property located at: 981 Frontage Road, in the City of McFarland, County of Kern, State of California, Assessor’s Parcel Number 201-031-03-00-0 (“Property”), evidenced in a writing which is attached hereto and incorporated herein as Exhibit A for the purpose of carrying out the Project,

M) The Property is more particularly described in the legal description attached hereto as Exhibit B and the combined Property Plan and Floor Plan is attached hereto as Exhibit C.

N) Developer proposes to improve, develop, and use the Property for a Cannabis

Business (as defined below), in accordance with California Cannabis Laws (as defined below) and the MMC, as each may be amended from time to time (the “Project”).

O) To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

P) Consistent with the requirements of the Development Agreement Statute, the City adopted MMC, Chapter 19.04.200 (“Development Agreement Ordinance”) authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.

Q) MMC, Sections 19.04.110, 19.04.190 and 19.04.200 requires submittal of an application along with information and supporting data as requested by the Director of Community Development for consideration of any development agreement for a Project located within C-2 zoning. Developer has satisfied this requirement. The following application(s) have been filed by the Developer with the City for the Property for the development of commercial cannabis related uses (the “Project”):

- 1) An application for this Development Agreement (the “DA Application”).
- 2) An application for a site development permit filed by the Developer (the “Site Development Application”) for architectural treatment, drainage, site aesthetics, and similar development within the Project Area (as more particularly described in the Site Plan Application).
- 3) An application filed by the Developer (the “Commercial Cannabis Permit Application”) for a Commercial Cannabis Permit, as required by Chapter 19.04 of the McFarland Municipal Code, for cannabis uses in the Project Area (as more particularly described in the Commercial Cannabis Permit application).

The Site Development Application and the Commercial Cannabis Permit Application are hereinafter sometimes collectively referred to as the “Project Applications”. Approval of the Project Applications is hereinafter sometimes collectively referred to as the “Project Approvals.”

R) All required fees and costs have been paid for the filing, and the City’s processing of, the Project Applications except for the payment of the City Preparation Costs (as hereinafter defined) which will be paid within thirty (30) days of the Effective Date (as hereinafter defined) of this Agreement.

S) Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, “CEQA”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

T) Developer filed the DA Application for approval of this Agreement in order to: (1) vest the land use and zoning policies established in the Existing City Requirements (as hereinafter defined) as of the Adoption Date (as hereinafter defined) of this Agreement for the duration of the Term (as hereinafter defined) with respect to the Project Area and the Project; and (2) memorialize certain other agreements made between the City and Developer with respect to the Project Area and the Project.

U) The City has determined that this Agreement furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the goals and policies of the currently adopted McFarland General Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals and certain subsequent development approvals which could discourage and deter Developer from making the long-term commitments necessary to fully develop the property, thereby encouraging planning for, investment in, and commitment to use and develop the Project Area. Continued use and development of the Project Area is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Laws were enacted: (1) Provide for the development of unused land; (2) Provide increased tax revenues for the City; (3) Provide for jobs and economic development in the City; and (4) Provide infrastructure improvements that can be utilized by regional users and future users. It is based upon these benefits to the City that the City is agreeable to proceeding with the proposed Project Applications and Project Approvals.

V) The City has further determined that the provisions of this Agreement, including the uses and activities authorized herein, are compatible with the uses authorized in, and the regulations prescribed for, the zoning district and area in which the Property is located, and will not adversely affect the orderly development of property or the preservation of property values in the City.

W) The City has further determined that this Agreement, will provide for or result in contributions, services, or facilities that benefit the community and provides for payment by the Developer of all costs associated with preparing and entering into this Agreement as stated this Agreement.

X) The City has further determined that this Agreement provides reasonable remedies for violation of its terms, as stated in Section 10 hereof.

Y) The City, by electing to enter into contractual agreements such as this one,

acknowledges that the obligations of the City shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken, and this Development Agreement shall limit the future exercise of certain governmental and proprietary powers of the City. By approving this Development Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Development Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Development Agreement have been found to be fair, just, and reasonable, and the City has concluded that the pursuit of this Development will serve the best interests of its citizens and the public health, safety, and welfare will be best served by entering into this obligation. The City acknowledges that Developer would not consider or engage in the Development without the assurances of development entitlements that this Development Agreement is designed to provide.

Z) On December 12, 2023, at a duly noticed public meeting and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; and (2) approve this Development Agreement.

AA) On December 14, 2023, at a duly noticed public meeting and after introduction of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances, the City Council adopted an ordinance to: (a) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA; (b) to effectuate the approval of this Agreement, upon making the findings required by section 19.04.200 of the McFarland Municipal Code; and (c) direct the Mayor or the City Manager or his/her designee to finalize and execute this Agreement on behalf of the City (collectively, the “City Council Ordinance”).

BB) This Development Agreement will promote and encourage the development of the Property by providing Developer with a greater degree of certainty of the Developer’s ability to expeditiously and economically complete the development effort, and the Parties agree that the consideration to be received by the City pursuant to this Development Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the City and Developer. By entering into this Development Agreement, the City desires to allow the Development pursuant to the Development Agreement utilizing the land-use ordinances, rules, regulations and policies applicable on the Effective Date, as defined in Section 3 of this Development Agreement and, pursuant to this Development Agreement, to vest in Developer and Owner, to the fullest extent possible under the law, all development entitlements required as of the Effective Date by the City in order to complete the Development.

AGREEMENT

NOW, THEREFORE, with reference to the above Recitals, which are incorporated herein by reference, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Interests of Developer.

1.1 Recordation. This Agreement shall be recorded in the Official Records of the County of Kern County, and the City and Developer shall execute any documents reasonably required by the other to effectuate such recordation. This Agreement must be recorded with the Kern County Recorder prior to commencement of any commercial cannabis use on the Property, regardless of the existence of any conditional use permit, site plan, entitlement, City-issued commercial cannabis permit or State-issued license for cannabis operations at the Property or in the Property Area.

1.2 Recordation of Agreement. Within ten (10) calendar days following mutual execution of this Agreement by the City and Developer, the City shall cause this Agreement to be recorded in the official records of Kern County, California (the “Official Records”) with respect to the Property. Following the recordation of this Agreement in the Official Records, the City shall deliver to Developer a confirmed copy of this Agreement evidencing the recording information.

1.3 Binding Covenants. The Developer represents: (1) it has a legal right of possession to the Property and/or equitable interest in the Project Area; (2) it has provided proof of such interest to the satisfaction of the City Manager; (3) it has provided proof of the authority of any agent or representative to act for the Developer in connection with this Agreement to the satisfaction of the City Manager; and (4) all other persons holding legal title in the Project Area are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the land in the Project Area, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties.

2. Term of Agreement.

2.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

“Adoption Date” means the date on which the City Council adopted the ordinance approving this Agreement and authorizing the City Manager to execute this Agreement on behalf of the City.

“Effective Date” means Term Commencement Date, which shall be thirty (30) days after the Adoption Date.

“Laws” means the Constitution and laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder, provided that, any codes, statutes, regulations, or executive mandates under federal law that render cannabis illegal shall be excluded from this definition.

“State” means the State of California.

“Terminate” means the expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement. The term “Terminate” includes any grammatical variant thereof, including “Termination” or “Terminated”.

2.2 Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue for a period of ten (10) years following the Effective Date. The Term of this Agreement shall be extended for another five (5) years upon the mutual written agreement of Developer and the City, provided that, City shall not withhold its approval to extend the Term if Developer is in material compliance of this Agreement (collectively, “Renewal Term”). Any Term or Renewal Term shall be extended for any events pursuant to Section 12.1 and during the pendency of legal action, if any, challenging the Project Approvals, the adoption of an environmental finding or document for the Project pursuant to CEQA, or any legal action challenging or contesting the adoption of this Agreement. Any extension based upon an event described in this Section 2.2 shall be granted pursuant to the procedures set forth in Section 12. If any federal codes, statutes, regulations, or executive mandates are enacted or decreed after the Effective Date that render this Agreement economically unfeasible for Developer, then Developer and City agree to discuss in good faith an amendment to this Agreement to render this Agreement economically reasonable for Developer. Notwithstanding the foregoing, Developer shall be required to comply with the permit requirements of McFarland Municipal Code 19.04 et seq.

2.3 Termination. This Agreement shall terminate upon the occurrence of any of the following events:

2.3.1 The expiration of the Term;

2.3.2 The Developer no longer has a possessory, legal or other equitable interest in the Property;

2.3.3 The Developer has ceased all operations related to the Project on the Property for a period of one (1) year or more, unless Developer has received written consent by the city for such cessation;

2.3.4 Mutual written consent of the Parties;

2.3.5 The failure of the Developer to commence construction

operation of the Project on the Property within the nine (9) months following the Effective Date of this Agreement;

2.3.6 Following the Term Commencement Date, the failure to have a valid Cannabis Business Permit for the Project;

2.3.7 Following the Term Commencement Date, the failure to have a valid State Cannabis Permit for the Project;

2.3.8 Unauthorized assignment of interest of the Project or the Property;

2.3.9 A breach of this Agreement, after proper notice provided, and the failure of the Developer to cure.

2.4 Effect of Termination. Upon any Termination of this Agreement, each Party shall retain any and all of the respective benefits that it received as of the date of Termination under or in connection with this Agreement. Termination of this Agreement shall not: (a) alter, impair or otherwise affect any City Permits for the Project that were issued by the City prior to the date of Termination; or (b) prevent, impair or delay Developer from (i) commencing, performing or completing the construction of any buildings or improvements in the Project or (ii) obtaining any certificates of occupancy or similar approvals from the City for the use and occupancy of completed buildings or improvements in the Project, that were authorized pursuant to City Permits for such construction issued by the City prior to the date of Termination. Nothing herein shall preclude the City, in its discretion, from taking any action authorized by Laws or Existing City Requirements to prevent, stop or correct any violation of Laws or Existing City Requirements occurring before, during or after construction of the buildings and improvements in the Project by Developer.

3. Development of the Project.

3.1 For purposes of this Agreement, the following shall have the meanings set forth below:

“Applicable Rules” collectively means: (a) the terms and conditions of the Project Approvals; (b) the terms and conditions of this Agreement; and (c) the Existing City Requirements.

“City Agency” means any office, board, commission, department, division or agency of the City.

“City Manager” means the City Manager of the City of McFarland, or designee.

“City Permits” collectively means any and all permits or approvals

that are required under the City Requirements in order to develop, use and operate the Project, other than: (a) the Plan Amendments; (b) the Zoning Amendments; (c) the Project Approvals (except for a commercial cannabis permit); and (d) Future Discretionary Approvals (as hereinafter defined) that the Developer may elect to obtain from the City pursuant to Section 3.4. “City Permits” specifically include, without limitation, commercial cannabis permits, building permits and Technical City Permits.

“City Requirements” collectively means all of the following which are in effect from time to time: (a) the McFarland Municipal Code; and (b) all rules, regulations and official plans and policies, including the 2040 McFarland General Plan and any applicable Specific Plan, of the City governing development, subdivision and zoning that are applicable to the Project Area. The City Requirements may include, without limitation, requirements governing building height, maximum floor area, permitted and conditionally permitted uses, floor area ratios, maximum lot coverage, building setbacks and setbacks, parking, signage, landscaping, Exactions (as hereinafter defined) and dedications, growth management, environmental consideration, grading, construction, security measures, odor control and other items.

“Developer Approved Changes” means those amendments, revisions or additions to the City Requirements adopted or enacted after the Adoption Date that: (a) Developer elects, in its sole discretion, to have applied to the development and occupancy of the Project and the Project Area during the Term of this Agreement; and (b) the City Manager approves such application, which approval shall not be unreasonably withheld.

“Existing City Requirements” means the City Requirements that are in effect as of the Adoption Date of this Agreement.

“Permitted Rules Revisions” collectively means the following: (a) any Minor Changes to this Agreement that are proposed by Developer and approved by the City in accordance with Section 3.3; (b) any commercial cannabis activity regulations enacted by the City Manager; (c) any Future Discretionary Approvals that are applied for by Developer and approved by the City pursuant to Section 3.4; (d) any Authorized Code Revisions under Section 3.5 that are uniformly applied on a City-wide basis; and (e) written amendments to this Agreement that are mutually executed by City and Developer pursuant to Section 15.2.

“Technical City Permits” collectively means any of the following technical permits issued by the City or any City Agency in connection with any building or improvement in the Project: (a) demolition, excavation and grading permits; (b) foundation permits; (c) permits for the installation of underground lines and facilities for utilities, including without limitation, water, sewer, storm drain and dry utilities (electrical, gas, phone and cable); (d) any encroachment permits; and (e) any street improvement permits, including without limitation, permits for street lighting and traffic signals. “Technical City Permits” specifically excludes building permits from the City or any City Agency for the construction of particular buildings or improvements in the Project.

3.2 Development Approval. The following elements of the Project are

hereby approved:

3.2.1 Permitted Uses of the Property. The Parties agree that the Developer's Project and use of the Property are currently permitted by the City and State of California. Notwithstanding any other terms and conditions contained herein, this Development Agreement is subject to the right of the City to: (i) take appropriate action to abate any public nuisance, excluding the Developer's Project and use at the Property, which is the retail sale of cannabis; (ii) to enforce all laws that do not conflict with Existing Development Regulations, as defined hereinafter; (iii) to enforce compliance with the conditions of approval expressed in any Cannabis Business Permit/ ("CBP") issued by the City with respect to the Project (and notwithstanding anything to the contrary contained herein or in the McFarland Municipal Code); (iv) to enforce the obligations and requirements of this Development Agreement; and (v) to exercise the police powers of the City in order to safeguard the health, safety, and wellbeing of the public, excluding the Developer's Project and use at the Property, which is the retail sale of cannabis.

3.2.2 Nothing in this Development Agreement shall be construed to prohibit uses other than the Project on the Property, provided such other uses are in conformity with: (i) the provisions of this Development Agreement; and (ii) the ordinances, regulations and standards of the City as they may from time to time be amended. The vested rights granted to Developer under this Development Agreement apply only to the Project and the use of the Project approved herein.

3.2.3 Development Standards. The City agrees to allow Development of the Project in accordance with the Existing Development Regulations as defined in Section 5 of this Development Agreement and any CBP. The purpose of this provision is to limit changes to the City's development standards as of the Effective Date.

3.3 Applicable Rules.

3.3.1 Except for the Permitted Rules Revisions and any Developer Approved Changes, Developer shall have the right to develop and occupy the Project during the Term in accordance with the Applicable Rules. In the event of any conflict between the provisions in this Agreement, the Project Approvals and the Existing City Requirements, such conflict shall be resolved in the following order of priority: (a) first, the requirements of Chapter 19.04 of the McFarland Municipal Code; (b) then, commercial cannabis activity regulations enacted by the City Manager; (c) then, this Agreement; (d) then, the Project Approvals; and (e) finally, any other Existing City Requirements.

3.3.2 Except for the Permitted Rules Revisions and any Developer Approved Changes, no amendment to, revision of, or addition to any of the City Requirements that is adopted or enacted after the Effective Date shall (i) be effective or enforceable by the City with respect to the Project or the Project Area or (ii) modify or impair the rights of Developer under this Agreement during the Term without the Developer's written approval, whether such amendment, revision or addition is adopted or approved by: (a) the City Council; (b) any City Agency; or (c) by the people of the City through

referendum or initiative measure.

3.4 Minor Changes.

3.4.1 The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire that Developer retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Agreement. If and when Developer finds that Minor Changes (as hereinafter defined) are necessary or appropriate, then upon written request by Developer, the Parties shall, unless otherwise required by federal, state or local ordinance and/or regulation, effectuate such changes or adjustments through administrative amendments executed by the Developer and the City Manager or his or her designee, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the City Manager and the Developer.

3.4.2 The term “Minor Changes” collectively means: (a) minor deviations to the Project Approvals, including, the addition of cannabis permits, that are permitted under the Existing City Requirements and are reasonably approved by the City Manager; (b) a reduction in the parking ratio requirements for the Project consistent with the McFarland Municipal Code, provided that (i) the reduction does not exceed ten percent (10%) of the Code requirement, and (ii) the reduction is approved by the City Manager, which approval shall not be unreasonably withheld or denied; or (c) such other changes, modifications or adjustments to the Project Approvals, which the City Manager determines are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, and which are consistent with the requirements of Chapter 19.04 of the McFarland Municipal Code and any commercial cannabis activity regulations enacted by the City Manager.

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

3.5 Future Discretionary Approvals. Nothing in this Agreement is intended, should be construed or shall operate to preclude or otherwise impair the rights of Developer from applying to the City during the Term of this Agreement for any of the

following new approvals with respect to any proposed buildings and improvements in the Project (collectively, the “Future Discretionary Approvals”): (a) any new variance or conditional use permit that is required under the Existing City Requirements; (b) any subsequent Cannabis Business Permit/Commercial Cannabis Permit; and (c) any other approval (i) which is not otherwise addressed or set forth in this Agreement and (ii) which the Existing City Requirements mandate must be reviewed and approved by the Planning Commission or City Council. The City shall process, review and approve or disapprove any application for a Future Discretionary Approval filed by Developer in accordance with the City Requirements then in effect. The approval by the City of an application by Developer for a Future Discretionary Approval shall not require an amendment of this Agreement.

3.6 Authorized Code Revisions. This Agreement shall not prevent the City from applying to the Project the following rules, regulations and policies adopted or enacted after the Adoption Date, if uniformly applied on a City-wide basis (collectively, the “Authorized Code Revisions”):

3.6.1 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided that such changes in procedural regulations do not have the effect of materially interfering with the substantive benefits conferred to Developer by this Agreement.

3.6.2 Regulations which are not in conflict with this Agreement and which would not, alone or in the aggregate, cause development of the Project by Developer to be materially different, more burdensome, time consuming or expensive.

3.6.3 Regulations which are necessary to avoid serious threats to the public health and safety, provided that, to the maximum extent possible, such regulations shall be construed and applied in a manner to preserve the substantive benefits conferred to Developer by this Agreement.

3.6.4 Mandatory regulations of the State and the United States of America applicable to the Project, provided that, to the maximum extent if possible, such regulations shall be construed and applied in a manner to preserve to the Developer the substantive benefits conferred to Developer by this Agreement.

3.6.5 City Requirements imposing life safety, fire protection, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then current applicable building codes.

3.6.6 Any commercial cannabis activity regulations enacted by the City Manager which are in compliance with the mandatory requirements of the McFarland Municipal Code.

3.7 Timing of Development. The actual timing and order of the

development of any particular building(s), and/or site improvements within the Project shall be determined by Developer, in its sole discretion, based upon the then projected needs and resources of Developer, as long as all requirements set forth in this Agreement and the Project Approvals related to each designated building or buildings are satisfied by Developer.

3.8 No Obligation to Develop. Nothing in this Agreement is intended, should be construed nor shall require Developer to proceed with the construction of any improvements in the Project Area. The decision to proceed or to forbear or delay in proceeding with the implementation or construction of the Project or any buildings or improvements on the Project Area shall be in the sole discretion of Developer and the failure of Developer to proceed with construction of the Project or any such buildings or improvements on the Project Area shall not: (a) give rise to any rights of the City to terminate this Agreement; or (b) constitute an Event of Default (as hereinafter defined) or give rise to any liability, claim for damages or cause of action against Developer.

3.9 Hold on Certificate of Occupancy. Except as otherwise provided in Section 6.2.3, the City reserves the right to place a hold on the issuance of any required Certificate of Occupancy for a building in the Project in the event the Existing City Requirements or Conditions of Approval with respect to that building and any site improvements have not been substantially completed by Developer.

4. City Permits.

4.1 Review and Processing of City Permits. Except as otherwise expressly provided in this Agreement, all City Permits required for the construction, development and operation of the Project and any buildings and improvements therein which comply with the requirements of the Applicable Rules: (a) shall be issued by the City Manager or the director of the other applicable City Agency having responsibility for the issuance of such City Permits, such as the City Manager for commercial cannabis permits; (b) shall not require the approval of the Planning Commission, City Council or any other City board or commission; and (c) shall not require a public hearing.

4.2 Building Permits. It is understood by the Parties to this Development Agreement that, pursuant to the City's Building Code, building permit applications and issued building permits do not remain valid for the term of this Development Agreement, but only for the term set by the Building Code. Accordingly, the Developer shall have the right to file new building permit applications for the Development or any portion thereof where such previously approved building permit applications or issued building permits have expired, provided no Certificate of Occupancy has been issued with respect to the relevant portion of the Project. Any such new building permit applications filed for the Development shall be reviewed in accordance with this Development Agreement. However, any alternations or modifications to the Project or any separate portion thereof, which occur during the Term, but after the Project is completed and issued its initial Certificate of Occupancy, will be subject to whatever building codes and standards as are in effect at the time of application for building permits, as well as the fees then in effect.

5. Developer's Obligations Regarding Property.

5.1 Operate Project. Developer is obligated, after the Effective Date, to operate the Project as provided herein and in the Commercial Cannabis License, and a failure to do so is inconsistent with the City's Goals and shall be a breach of this Development Agreement.

5.2 Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license type (the "Authorized License"): Type 10 – Store Front Retail Dispensary.

Pursuant to this Agreement, Developer shall be permitted to use the Property consistent with the Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Developer shall begin operations of the Cannabis Business Project under the Authorized License within nine (9) months of the adoption of the operative ordinance approving this Agreement, unless Developer is prevented from doing so due to any event or circumstance set forth in Section 12 of this Agreement. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer, Developer shall immediately cease Commercial Cannabis Activity and any other operations on the respective site. Developer shall also, within thirty (30) days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of the Authorized License. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and the Cannabis Business Project.

5.3 Components of Project. Developer leases the Property and has developed and is legally operating the Project. However, various component businesses located on the Property may be owned by other entities to operate various other Businesses, including those related to the Project (the "Tenants"). The following will apply with respect to the Tenants and their relationship to Developer:

5.3.1 Any Tenant, as well as Developer, will be responsible for obtaining and maintaining any required license with respect to the nature of its business as required by state law and the ordinances of the City ("Licensing" or "Licenses").

5.3.2 Developer may lease portions of the Property to Tenants, which may operate one or more Businesses on the Property, including those related to the Project. All of the provisions of this Development Agreement pertain to Developer as an operator of a Business and apply equally to the Tenants if those Tenants operate a Business related to the Project, even if Developer is ultimately not an operator of the Project, and to Developer in its business role as the sublessor of the Property and/or the Project. Developer covenants that all Tenants conducting Businesses associated with the Project on the Property

will be businesses subject to Licensing directly with the City in order to come under the purview of this Development Agreement and must comply with all City zoning and permit requirements. Developer covenants and agrees to include an express acknowledgement and assumption of each Tenant's respective obligations under this Development Agreement in a lease of any portion of the Project or Property to any Tenant conducting a Business specifically associated with the Project. Notwithstanding the foregoing, it is understood and agreed that portions of the Property may be leased to other businesses not associated with or involved in the Project as the leasing market may require, and that such businesses are not subject to this Development Agreement or the payment of Additional Revenues. Nothing in this paragraph is meant to modify the City's authority to regulate land use, enforce regulations, or otherwise regulate or provide any land use entitlement.

6. Exactions and City Development Fees.

6.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“City Application Fees” means fees levied or assessed by the City and any City Agency to review and process applications for City Permits.

“City Development Fees” means any and all fees and assessments, other than City Application Fees, charged or required by the City or any City Agency as a condition of, or in connection with, the Project Approvals or any City Permits: (a) to defray, offset or otherwise cover the cost of public services, improvements or facilities; or (b) that are imposed for a public purpose.

“Exaction” means any exactions or mitigation measures, other than the payment of City Development Fees and City Application Fees, that are imposed by the City or any City Agency, as a condition of, or in connection with, the Project Approvals. “Exactions” includes, without limitation: (a) a requirement for the dedication of any portion of the Project Area to the City or any City Agency; (b) an obligation for the construction of any on-site or off-site improvements, including any Off-Site Improvements; (c) an obligation to provide services; or (d) the requirement to dedicate any easements, rights or privileges with respect to the Project or any portion thereof to the City or any City Agency.

6.2 Exactions.

6.2.1 All of the Exactions that Developer shall be required to perform or caused to be performed in connection with the development, construction, use and occupancy of the Project, during the term of the Agreement (collectively, the “Required Exactions”), and the timing requirements for the performance of such Required Exactions, are set forth in this Agreement. The Required Exactions include the following:

6.2.1.1 The Parties acknowledge and agree that this Agreement, and the Cannabis Business Project, confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods.

Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer. Thus, Developer shall tender payment to the City as follows:

Effective Date	Amount Due
Within ten (10) days following each month of operation, following the commencement of Commercial Cannabis Activity	15% of Gross Receipts from Operations each month.
Within ten (10) days following the end of each quarter of operation, following the commencement of Commercial Cannabis Activity	A list of contributions made to community organizations, which are recommended by the Cannabis Committee and approved by Council, equaling 1% of Gross Receipts from Operations

6.2.1.2 Developer shall pay the City a monthly amount, to be determined at all times based on the tax structure promulgated in MMC 3.30.050. The first payment shall be due on the first month following the commencement of Commercial Cannabis Activity. The monthly amount shall be determined based on gross receipts. Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Cannabis Business Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City. Upon request of the City, Developer shall allow City staff to independently verify the Developer's gross receipts, provided that, such verification shall be supervised by Developer and such verification shall be consistent with California law. In addition to any other remedies, failure to permit City staff to verify Developer's gross receipts shall be grounds for the City to terminate this Agreement.

6.2.1.3 Developer shall pay to the City an amount of seven thousand five hundred dollars (\$7,500 USD) to be utilized on for the City's costs to process the Developer's application(s) relating to its proposed commercial cannabis business. Should the restricted funds be exhausted prior to the City completing its processing of the application(s), Developer shall pay an additional amount to the City sufficient to process the application(s). The restricted funds shall be paid in full by Developer on or before 90 days after approval of this Agreement. Any excess payment from the Developer shall be returned by the City within thirty (30) calendar days after all processing costs have been satisfied. City shall provide Developer with an itemized accounting for City's costs on a monthly basis.

6.2.1.4 Developer shall pay Required Exactions and fees set forth in Exhibit "D." In addition, the Required Exactions include, without limitation,

all Conditions of Approval imposed by the City, to fully mitigate potential adverse impacts resulting from, and reasonably related to, the development of the Project. In the event that the federal government legalizes cannabis and Developer's regulatory costs increase, City and Developer agree to negotiate in good faith an adjustment to the Required Exactions and fees set forth in Exhibit "D".

6.2.2 Except for the Required Exactions and fees listed in this Agreement, no Exaction shall be imposed by the City or any City Agency during the Term of this Agreement in connection with: (a) the development, construction, use or occupancy of the Project; or (b) any applications filed for any City Permit for the development, construction, use or occupancy of the Project or any portion thereof.

6.3 City Development Fees.

6.3.1 All of the City Development Fees that Developer shall be required to pay to the City and all City Agencies in connection with the development, construction, use and occupancy of the Project (collectively, the "Required Development Fees"), and the timing requirements for the payment of such Required Development Fees, if any, shall be agreed upon by the Parties after Developer submits an application for a building permit.

6.3.2 Notwithstanding the provisions of Section 6.3.1, Developer shall be responsible for paying: (a) any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law; and (b) any fees the City is legally required to collect for other State or Federal agencies pursuant to (i) State or Federal law, or (ii) any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

6.3.3 Except for the Required Development Fees listed on Exhibit "G" to this Agreement, or other fees identified in this Agreement, and any fees for a required building inspection or other required process for occupancy to be charged at the then current rate charged by the City to other developers, no City Development Fees shall be imposed by the City or any City Agency during the Term of this Agreement in connection with: (a) the development, construction, use or occupancy of the Project; or (b) any application filed for any City Permit for the development, construction, use or occupancy of the Project. After the Term of this Agreement, development and use of the Property shall comply with all laws, regulations, enactments (including taxes), ordinances, then currently in effect.

6.4 City Application Fees. Developer shall pay to the City the City Application Fees chargeable in accordance with the City's Fee Schedule that is in effect at the time the relevant application for a City Permit is made; provided that such City Application Fees are uniformly imposed by the City and any City Agency at similar stages of project development on all similar applications for development in the City.

7. Actions by City.

7.1 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project Area or portions thereof (such as, for example, but not by way of limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues) so long as the cooperation by the City will not require the City to exercise legislative action or incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefore from Developer.

7.2 Cooperation in Dealing with Legal Challenge. If any action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of this Agreement (collectively, a "Third Party Action"), the Parties shall cooperate in the defense of the Third-Party Action to the maximum extent reasonably possible under the circumstances unless otherwise required by law.

7.3 Indemnification.

7.3.1 Third-Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including reasonable attorneys' fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third-Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals; or (b) claims or alleges a violation of CEQA or another law by the City Council; or (c) challenges or contests the grant, issuance or approval by the City of any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals. Developer's obligations under this Section 7.3.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, consultants, attorneys, agents or volunteers. The provisions of this Section 7.3.1 shall survive the termination of this Agreement.

7.3.2 Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further reasonable attorneys' fees, litigation and legal expenses incurred by the City Indemnitees or

held to be the liability of the City Indemnites (including plaintiff's or petitioner's reasonable attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnites from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the CUP, permits, licenses, or other entitlements related to commercial cannabis operations; or (iv) the City's granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City consistent with the Indemnity Agreement between Developer and the City which shall be incorporated by reference herein. Developer's indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnites are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnites.

In addition, Developer shall indemnify, hold harmless and defend the City Indemnites from any and all federal enforcement action(s) arising from (i) the execution of this Agreement, (ii) the issuance of the CUP, permits, licenses, or other entitlements, and/or (iii) any other entitlements or approvals by the City to operate the Developer's commercial cannabis business. Further, Developer shall indemnify, hold harmless and defend the City Indemnites from any and all violation(s) of federal, state and/or local law by Developer, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Developer should subcontract all or any portion of the work to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend the City Indemnites in accordance with the terms of the two prior paragraphs of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnites to the fullest extent allowed by law, from any and all Claims and Losses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

7.3.3 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 7.3.1 and 7.3.2 shall be governed by this Section 7.3.3. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance

of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any required Off-Site Improvements unless and until such Off-Site Improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, consultants, attorneys, agents or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

This Section 7.3 shall survive termination or expiration of this Agreement.		
Initials	Developer: _____	Owner/Landlord: _____

7.4 Insurance. Except for any Off-Site Improvements constructed pursuant to the terms of this Agreement (in which case insurance for the Off-Site Improvements shall be required through the date of the City's final formal acceptance of Off-Site Improvements

constructed), from the Effective Date of this Agreement and at all times herein (the “Insurance Period”), Developer shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “B+ VII” in Best’s Insurance Rating Guide. The following policies of insurance are required:

7.4.1 Commercial General Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000.00 per occurrence for personal injury, \$2,000,000.00 general aggregate and \$2,000,000.00 aggregate for products and completed operations.

7.4.2 Commercial Automobile Liability. Prior to, and as a condition of, any Delivery Operations, Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$2,000,000.00 per accident for bodily injury and property damage.

7.4.3 Workers’ Compensation. Insurance as required under the California Labor Code.

7.4.4 Employers’ Liability. With minimum limits of liability of not less than \$1,000,000.00 each employee incident, \$1,000,000.00 policy limit.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers’ Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the Term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements

for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 7.4 are material terms of this Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000.00 per occurrence for personal injury, \$2,000,000.00 aggregate for products and completed operations and \$2,000,000.00 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000.00 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute an "Event of Default" as that term is defined in Section 10.1.

8. Benefits

8.1 Benefits to the City. The City has extensively reviewed the terms and conditions of this Agreement and, in particular, has specifically considered and approved the impact and benefits of the Project upon the regional welfare. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and to provide appropriate benefits to the City. This Agreement and the development of the Project will serve the best interests, and the public health, safety, and welfare of the residents and invitees, of the City and the general public. This Agreement will help provide effective and efficient development of any Off-Site Improvements and other Required Exactions in the vicinity of the Project Area; help maximize effective utilization of resources within the City; increase City tax revenues; and provide other substantial public benefits to the City and its residents by achieving the goals and purposes of the Development Agreement Laws, the McFarland Municipal Code and the 2040 McFarland General Plan (as may have been amended).

8.2 Benefits to the Developer. The Developer has expended and will continue to expend substantial amounts of time and money on the planning and development of the Project. In addition, the Developer may expend substantial amounts of time and money for the construction of Off-Site Improvements, if required, and other Required Exactions and for the payment of the Required Development Fees in connection with the Project. The Developer would not make such expenditures except in reliance upon this Agreement. The benefit to the Developer under this Agreement consists of the assurance that the City will preserve the rights of Developer to develop the Project Area as planned and as set forth in the Project Approvals and this Agreement.

9. Annual Review of Compliance.

9.1 Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project in accordance with the provisions of California Government Code section 65865.1 and this Section 9. The Parties recognize that this Agreement and the Project Approvals and City Permits referenced herein contain extensive requirements and that evidence of each and every requirement would be a wasteful exercise of the Parties' resources. Accordingly, Developer shall be deemed to have satisfied its duty of demonstration if it presents evidence satisfactory to the City of its good faith compliance, as that term is used in Government Code, section 65865.1, with the material provisions of this Agreement.

9.2 Developer Report. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement. Developer shall submit with such application a report to the City Manager describing Developer's good faith compliance with the terms of this Agreement during the preceding year (the "Developer Report"). The Developer Report shall include a statement that the report is submitted to City pursuant to the requirements of California Government Code section 65865.1. Additionally,

as part of the Developer Report, Developer shall include a statement and evidence in support thereof that Developer has complied with the annual permit requirements of McFarland Municipal Code 19.04.060.

9.3 Finding of Compliance. Within thirty (30) days after Developer submits the Developer Report under Section 9.2, the City Manager shall review Developer's submission to ascertain whether Developer has demonstrated good faith compliance with the material terms of this Agreement. If the City Manager finds and determines that Developer has in good faith complied with the material terms of this Agreement, or does not determine otherwise within thirty (30) days after delivery of the Developer Report, the annual review shall be deemed concluded. If the City Manager initially determines that the Developer Report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith compliance with the material terms of this Agreement. If the City Manager concludes that Developer has not demonstrated good faith compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the thirty (30) day period herein specified and prepare a staff report to the City Council with respect to the conclusions of the City Manager and the contentions of Developer with respect thereto (the "Staff Report").

9.4 Hearing Before City Council to Determine Compliance. Should City Manager determine that Developer has not demonstrated good faith compliance with the material terms of this Agreement, City Manager shall submit a Staff Report to the City Council. Thereafter, City Council shall conduct a noticed public hearing to determine the good faith compliance by Developer with the material terms of this Agreement. At least sixty (60) days prior to such hearing, the City Manager shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the Staff Report and other information concerning Developer's good faith compliance with the material terms of this Agreement and the conclusions and recommendations of the City Manager. At such public hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the Staff Report on, or with respect or germane to, the issue of Developer's good faith compliance with the material terms of this Agreement. If, after receipt of any written or oral response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days after the date of the City Council's determination, and shall be reasonably related to the time adequate to bring Developer's performance into good faith compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, subject to Force Majeure pursuant to Section 12.1, then the City Council may by subsequent noticed public hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate or modify this Agreement, or take such other actions as may be specified in the Development Agreement

Laws. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to perfect the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on a point-by- point basis in any hearing held by the City Council hereunder.

9.5 Meet and Confer Process. If either the City Manager or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the basis upon which the City Manager or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process, the Parties agree on a resolution on the basis related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

9.6 Certificate of Compliance. If the City Manager (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement, the City Manager shall issue a certificate of compliance within ten (10) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary in order to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the certificate of compliance in the Official Records.

9.7 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to Section 9.4 and takes any of the actions specified in Section 9.4 with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by the City Council pursuant to a legal action filed in accordance with Section 16.5.

9.8 City Costs. Developer shall reimburse the City for all of the City's reasonable costs, (including but not limited to, staff time, reasonable attorneys' fees, and administrative costs) incurred in connection with Sections 9.1 through 9.8 of this Agreement. Pursuant to this section, Developer shall remit a deposit of Two Thousand Dollars

(\$2,000.00) to the City at the time of submission of the required Developer Report. If the deposit is insufficient to reimburse the City, the City may submit an invoice to Developer, who shall render payment to the City within thirty (30) days of receiving an invoice from the City for its costs. Any excess monies deposited by Developer to the City pursuant to this Section 9.8 shall be returned to Developer by the City within thirty (30) days after issuance of the certificate of compliance or completion of any of the actions set forth in Section 9.7 of this Agreement.

10. Events Of Default; Remedies; Estoppel Certificates.

10.1 Events of Default.

10.1.1 The failure by a Party to perform any material term or provision of this Agreement (including but not limited to the failure of a Party to approve a matter or take an action within the applicable time periods governing such performance under this Agreement) shall, subject to the provisions of this Agreement, constitute an “Event of Default”, if: (a) such defaulting Party does not cure such failure within thirty (30) days following delivery of a Notice (as hereinafter defined) of default from the other Party (“Notice of Default”), where such failure is of a nature that can be cured within such thirty (30) day period; or (b) where such failure is not of a nature which can be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting Party and the manner in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

10.1.2 Any Notice of Default to the defaulting Party pursuant to Section 10.1.1 shall satisfy the requirements of Section 15 of this Agreement and shall include a provision in at least fourteen face bold type substantially as follows: “YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE DEVELOPMENT AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN THIRTY (30) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES.”

10.2 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to: (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus; and/or (b) bring any action at law or in equity as may be permitted by laws of the State of California or this Agreement. In no event shall either Party be entitled to damages against the other Party based on the other Party’s Breach, except for recovery by

the City of accrued but unpaid Exactions as defined in this Agreement.

10.3 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any failure of performance, including an Event of Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other action or inaction, or cover any other period of time, other than any action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.4 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) to the knowledge of such other Party, that neither Party has committed an Event of Default under this Agreement, or if an Event of Default has to such other Party's knowledge occurred, to describe the nature of any such Event of Default; and (d) such other certifications that may be reasonably requested by the other Party or a mortgagee. A Party receiving a request hereunder shall execute and return such certificate within twenty (20) days following the receipt thereof, and if a Party fails so to do within such twenty (20) day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The City Manager, as to the City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees (as hereinafter defined) and mortgagees. No Party shall, however, be liable to the requesting Party, or other Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

11. Transfers.

11.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means any Person directly or indirectly Controlling, Controlled by or under Common Control with Developer and/or Property Owner.

“Control” means the ownership (direct or indirect) by one Person of

an interest in the profits and capital and the right to manage and control the day to day affairs of another Person. The term “Control” includes any grammatical variation thereof, including “Controlled” and “Controlling”.

“Common Control” means that two Persons are both controlled by the same other Person.

”Person” means an individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

“Transfer” means the sale, assignment, or other transfer by Developer of this Agreement, or any right, duty or obligation of Developer under this Agreement, including by foreclosure, trustee sale, or deed in lieu of foreclosure, under a mortgage, but excluding: (a) a dedication of any portion of the Project Area to the City or another governmental agency; (b) a mortgage; (c) ground leases, leases, subleases, licenses and operating agreements entered into by Developer with tenants or occupants of the Project for occupancy of space in any buildings or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Project, and any assignment or transfer of any such ground lease, lease, sublease, license or operating agreement by either party thereto; (d) any sale of a building pad and surrounding area in the Project Area to a future retail or restaurant occupant (or its affiliated entity) for the intended purpose of the development and occupancy of a building or improvement thereon; and (e) any collateral assignment of this Agreement to a mortgagee.

“Transferee” means the Person to whom a Transfer is effected.

11.2 Conditions Precedent to Developer Right to Transfer. Except as otherwise provided in this Section 11, Developer shall only have the right to effect a Transfer subject to and upon fulfillment of the following conditions precedent:

11.2.1 No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer.

11.2.2 Prior to the effective date of the proposed Transfer, Developer or the proposed Transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the “Assumption Agreement”) in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be Transferred to the proposed Transferee; (b) the obligations of Developer under this Agreement that the proposed Transferee will assume; and (c) the proposed Transferee’s acknowledgment that such Transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed Transferee, and shall provide that the Transferee assumes the obligations of Developer in connection with the proposed Transfer. The Assumption

Agreement shall be recorded in the Official Records concurrently with the consummation of the Transfer.

11.2.3 Prior to the effective date of the proposed Transfer, City consents in writing to the Transfer. City's consent shall not be unreasonably withheld or denied. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed Transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of Transferee, its principals, officers or owners with the provisions of federal or state law, the McFarland Municipal Code or agreements with the City relating to development projects within the City of McFarland, and whether the Transferee has sought, qualified for, and obtained a commercial cannabis permit as required by Chapter 19.04 of the McFarland Municipal Code.

11.3 Transfer to Affiliate. Notwithstanding the provisions of Section 11.2, Developer shall have the right to Transfer all of its rights, duties and obligations under this Agreement to an Affiliate of Developer. Such Affiliate shall become a Transferee upon: (a) the acquisition by such Affiliate of the affected interest of Developer under this Agreement; (b) delivery to the City of an Assumption Agreement executed by the Affiliate pursuant to which the Affiliate assumes, from and after the date such Affiliate so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement and (c) delivery to the City of documents and other evidence establishing the Affiliate's financial capacity to meet all of its duties and obligations under this Agreement. By virtue of its demonstrated status as an Affiliate of Developer and recognizing that Transfers to Affiliates will facilitate Developer's ability to develop the Project consistent with this Agreement, the City hereby consents to any Transfer to an Affiliate in accordance with this Section and no further consent of the City shall be required for any Transfer by Developer to an Affiliate.

11.4 Mortgagee as Transferee. No mortgage (including the execution and delivery thereof to the mortgagee) shall constitute a Transfer. A mortgagee shall be a Transferee only upon: (a) the acquisition by such mortgagee of the affected interest of Developer encumbered by such mortgagee's mortgage; and (b) delivery to the City of an Assumption Agreement executed by the mortgagee pursuant to which the mortgagee assumes, from and after the date such mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such Transfer to a mortgagee.

11.5 Effect of Transfer. A Transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Sections 11.2.2, 11.3 and 11.4. When and if Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with Section 11.2, 11.3 or 11.4, Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

11.6 No Transfer of Commercial Cannabis Permit. Notwithstanding any other provision of this Agreement, a commercial cannabis permit shall not be subject to the transfer process, and prior to any transfer Transferee must seek, qualify for, and obtain a commercial cannabis permit as required by Chapter 19.04 of the McFarland Municipal Code.

12. Enforced Delay; Extension of Time of Performance; Excused Performance.

12.1 Except as otherwise provided by specific provisions of this Development Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to:

12.1.1 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to pandemics, war, insurrection, strikes, walk-outs, riots, floods, earthquakes, civil unrest, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Project Area, fires, casualties, acts of God, shortages of labor or material, governmental restrictions imposed or mandated by governmental agencies or entities other than the City, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Party to be excused. Causes for delay as set forth above are collectively referred to as “Force Majeure.”

12.1.1.1 Notice of Force Majeure. If Notice (as hereinafter defined) of such delay or impossibility of performance is provided to a Party within thirty (30) days after the commencement of such delay or condition of impossibility, an extension of time for such cause shall not be unreasonably denied by such Party. The extension shall be for the period of the enforced delay, or longer as may be mutually agreed upon by the applicable Parties in writing. Any performance rendered impossible shall be excused in writing by the Party so notified.

12.1.2 Development Factors. Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor, or supplier.

12.1.3 Extensions. An extension of time in writing for any of the causes set forth in this Section 12 above shall be granted for the period of the enforced delay if of a known duration, or longer as mutually agreed upon, or for a reasonable time as determined by the City if the parties cannot agree, which period shall commence to run from the time of commencement of cause.

13. Project Approvals Independent. Except to the extent otherwise recognized by CEQA, all City Permits which may be granted pursuant to this Agreement, and all Project Approvals which have been issued or granted by the City with respect to the Project Area and the Project, constitute independent actions and approvals by the City. If any provision

of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement is Terminated for any reason, then such invalidity, unenforceability or Termination of this Agreement, or any part hereof, shall not affect the validity or effectiveness of any such City Permits or the Project Approvals. In such cases, such City Permits and Project Approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval. As such, the City may place conditions of approval on all City Permits which may be granted pursuant to this Agreement, and Project Approvals which have been issued or granted by the City with respect to the Project Area and the Project, so long as such conditions are consistent with the terms of this Agreement.

14. Notices

14.1 Form of Notices; Addresses. All notices and other communications (the “Notices”) required or permitted to be given by any Party to another Party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 14.2; and (c) sent to the Party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five (5) calendar days’ prior to written notice being sent:

If to City: City of McFarland
 Attn: City Manager
 401 W. Kern Ave
 McFarland, CA 93250
 Facsimile: (661) 854-0817

And to: Hodges Law Group
 Attn: Nathan M. Hodges
 1925 G Street
 Bakersfield, CA 93301

If to Developer: OTC McFarland, LLC
 Attn: Norman Yousif
 771 Jamacha Road, 358
 El Cajon, CA 92019

And to: Maddocks Law, P.C.
 Attn: Sean Maddocks
 23 Corporate Plaza Dr., #150
 Newport Beach, CA 92660

If to Landlord: Guadalupe F. Garcia Diaz
 641 Drake Avenue
 Fullerton, CA 93832

14.2 Methods of Delivery. Notices may be either: (a) delivered by hand; or (b) delivered by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective two on the date of personal delivery, or two (2) days after date of mailing.

15. General Provisions.

15.1 City's Reservation of Authority. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact additional regulations, whether enacted by the City Council or the City Manager, relating to commercial cannabis business activities; and (c) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

15.2 Amendment or Cancellation. Subject to meeting the notice and hearing requirements of section 65867 of the California Government Code, this Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and Developer, or their respective successors in interest in accordance with the provisions of section 65868 of the California Government Code.

15.3 Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Project Area and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

15.4 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Kern.

15.5 No Third-Party Beneficiaries. This Agreement is made and entered

into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

15.6 Future Acquisitions. In the event that Developer or an affiliate of Developer acquires or obtains a legal or equitable interest in any portion of the Project Area other than the Project Area (the “After Acquired Land”) during the Term of this Agreement, the City and Developer shall engage in good faith negotiations for a development agreement between the City and Developer pursuant to the Development Agreement Laws for the development of a portion of the Project on the After Acquired Land.

15.7 Attorneys’ Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys’ fees under this Section shall include attorneys’ fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

15.8 Limitation of Legal Acts. Except as provided in Section 15.7, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer’s sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, provided that, City’s limitation of liability in this Section 15.8 shall not apply to any gross negligence and/or willful misconduct caused by City on Developer’s premises.

15.9 Validation. If so requested in writing by the Developer, the City agrees to initiate appropriate procedure under California Code of plans Procedure section 860 *et seq.*, in order to validate this Agreement, and the obligations thereunder. Any validation undertaken at the request of the Developer shall be at the sole cost of the Developer.

15.10 Successor Statutes Incorporated. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

15.11 Incorporation of Attachments. All recitals and attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

15.12 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in

any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

15.13 Not A Public Dedication. Except for Required Exactions specifically set forth in this Agreement and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Project Area or any buildings or improvements constructed in the Project, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project Area as private property.

15.14 No Consideration to any Third Party. Each of the Parties warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial or other consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Party. For the purposes of this paragraph, third parties shall include any elected official, officer, employee, or agent of the City. This warranty includes each Party's assurance that it has not employed any licensed real estate broker or salesperson, or other person, licensed or unlicensed, to whom a commission or other form of compensation is due.

15.15 Independent Legal Advice/Interpretation of Agreement. Each Party represents and warrants the following; it has carefully read this Development Agreement, and in signing this Development Agreement, and agreeing to be bound by the same, it has received independent legal advice from legal counsel as to the matters set forth in this Development Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Development Agreement, and it has freely signed this Development Agreement and agreed to be bound by it without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its officers, agents, employees, or attorneys, except as specifically set forth in this Development Agreement, and without duress or coercion, whether economic or otherwise. This Development Agreement shall be interpreted as though prepared jointly and severally by both of the Parties.

15.16 Entire Agreement. This Development Agreement and the Exhibits therein contain the entire agreement between the Parties, and is intended by the Parties to completely state the Development Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Development Agreement, is null and void. Any amendment hereto

is not valid unless signed by both parties.

15.17 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

15.18 Headings. Titles or headings of sections, paragraphs or provisions of this Development Agreement are provided as an aid and are to be considered part of the Agreement itself.

15.19 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

15.20 Additional Documents. The Parties each agree to execute any additional forms, notices, applications, or other documents that are reasonably necessary to carry out the intent of this Development Agreement.

15.21 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Dated: _____, 2023

OWNER/LANDLORD:
Guadalupe F. Garcia Diaz

By: _____
Guadalupe F. Garcia Diaz

Dated: _____, 2023

DEVELOPER:
OTC McFarland, LLC

By: _____
Norman Yousif, Manager & CEO

Dated: _____, 2023

DEVELOPER:
OTC McFarland, LLC

By: _____
Norman Yousif, Manager & CEO

Dated: _____, 2023

CITY OF MCFARLAND

By: _____
Saul Ayon, Mayor

APPROVED AS TO FORM:

By: _____
Nathan Hodges, City Attorney

ATTEST:

By: _____
Francisca Alvarado, City Clerk

EXHIBIT A

	City of McFarland Commercial Cannabis Permit Application CCP # _____ Address: _____ APN: _____	401 W Kern Ave McFarland CA 93250 661-792-3091 www.mcfarlandcity.org
---	---	---

Real Property Authorization Form
PROPERTY OWNER CONSENT FORM
(Section 3)
Commercial Cannabis Businesses

PROPERTY OWNER INFORMATION	
Name:	Guadalupe F. Garcia Diaz
Title:	Owner
Phone Number:	[REDACTED]
Mailing Address:	[REDACTED]
E-mail Address:	[REDACTED]
PREMISES INFORMATION	
Physical Address	981 FRONTAGE RD. MCFARLAND, CA 93250
Tenant/Buyer Business:	OTC MCFARLAND, LLC
Name of Tenant/Buyer:	NORMAN YOUSIE
DECLARATIONS AND SIGNATURE	
I hereby certify that I am the property owner of the premises referenced in the Premises Information section 3 of the application and authorized to complete this form. As the property owner, I acknowledge that the above mentioned tenant/buyer has the legal right to occupy the property and acknowledges and consents to the conduct of legal commercial cannabis activities on the property, including, but not limited to: cannabis cultivation, cannabis manufacturing, cannabis distribution, and cannabis delivery.	

Signature must be notarized.

[REDACTED SIGNATURE]

Signature

9/15/2023

Date

EXHIBIT B

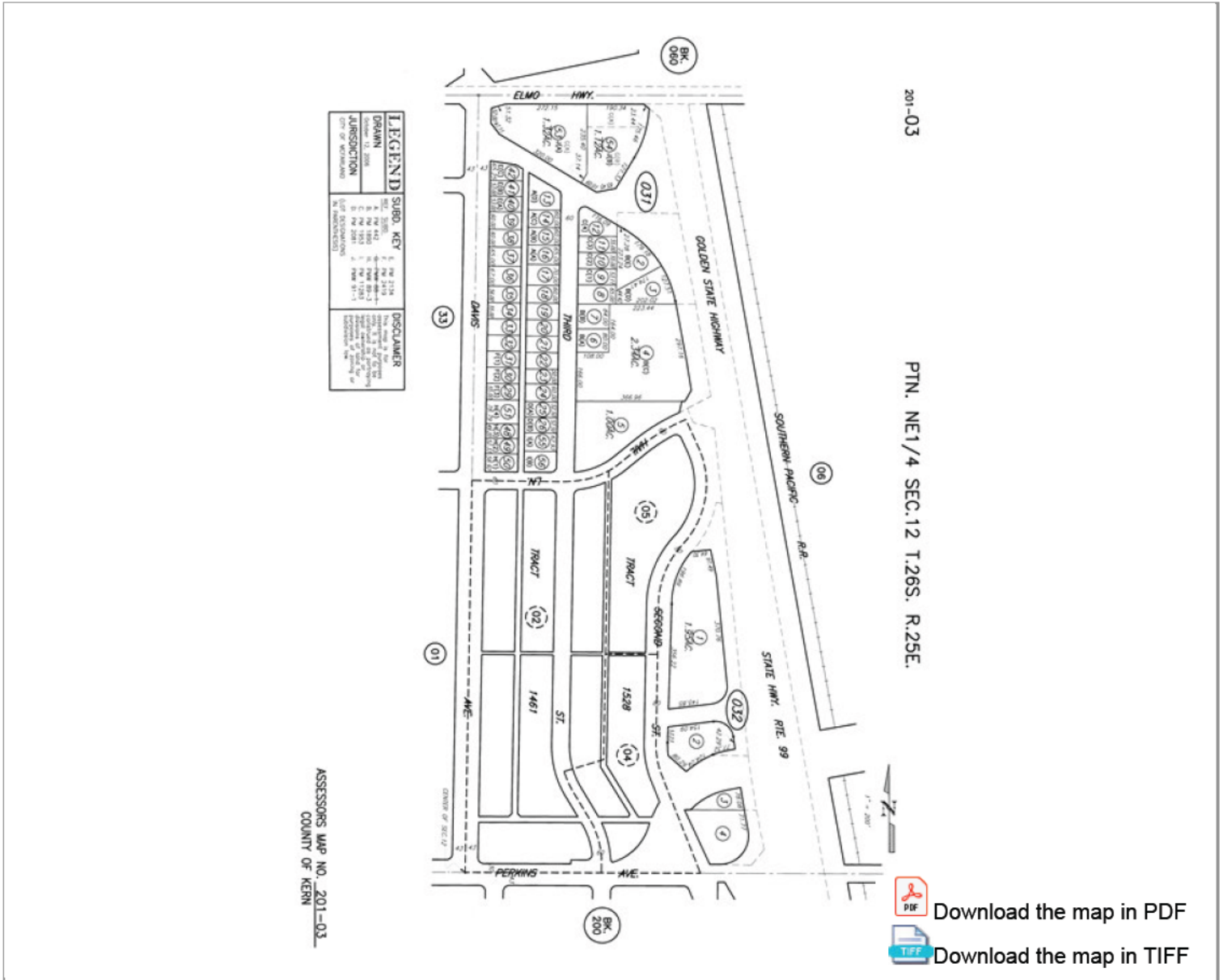


Subject Property Location

Property Address 981 FRONTAGE RD
City, State & Zip MC FARLAND, CA 93250-1005
County KERN COUNTY

Report Date: 09/29/2023
Order ID: R127841883

Parcel Number 201-031-03-00-0



Disclaimer

THIS REPORT IS INTENDED FOR USE BY YOU AS AN END USER SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES. YOU SHALL NOT RESELL, RELICENSE OR REDISTRIBUTE THIS REPORT, IN WHOLE OR IN PART. THE USE OF THIS REPORT BY ANY PARTY OTHER THAN YOURSELF FOR ANY PURPOSE IS STRICTLY PROHIBITED. THIS REPORT IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. BLACK KNIGHT SHALL HAVE NO LIABILITY IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS REPORT. BLACK KNIGHT DOES NOT REPRESENT OR WARRANT THAT THE REPORT IS COMPLETE OR FREE FROM ERROR. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE AVAILABILITY, COMPLETENESS AND FORMAT OF THE DATA ELEMENTS MAY VARY SUBSTANTIALLY FROM AREA-TO-AREA. THE INFORMATION CONTAINED IN THIS REPORT IS DERIVED FROM PUBLICLY AVAILABLE SOURCES FOR THE SUBJECT PROPERTY OR COMPARABLE PROPERTIES LISTED ABOVE AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY BLACK KNIGHT THROUGH ANY FORM OF INSPECTION OR REVIEW. THIS REPORT DOES NOT CONSTITUTE AN APPRAISAL OF ANY KIND AND SHOULD NOT BE USED IN LIEU OF AN INSPECTION OF A SUBJECT PROPERTY BY A LICENSED OR CERTIFIED APPRAISER. THIS REPORT CONTAINS NO REPRESENTATIONS, OPINIONS OR WARRANTIES REGARDING THE SUBJECT PROPERTY'S ACTUAL MARKETABILITY, CONDITION (STRUCTURAL OR OTHERWISE), ENVIRONMENTAL, HAZARD OR FLOOD ZONE STATUS, AND ANY REFERENCE TO ENVIRONMENTAL, HAZARD OR FLOOD ZONE STATUS IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INDEPENDENTLY VERIFIED BY THE END USER. THE INFORMATION CONTAINED HEREIN SHALL NOT BE UTILIZED: (A) TO REVIEW OR ESTABLISH A CONSUMER'S CREDIT AND/OR INSURANCE ELIGIBILITY OR FOR ANY OTHER PURPOSE THAT WOULD CAUSE THE REPORT TO CONSTITUTE A "CONSUMER REPORT" UNDER THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681 ET SEQ.; OR (B) IN CONNECTION WITH CERTIFICATION OR AUTHENTICATION OF REAL ESTATE OWNERSHIP AND/OR REAL ESTATE TRANSACTIONS. ADDITIONAL TERMS AND CONDITIONS SHALL APPLY PURSUANT TO THE APPLICABLE AGREEMENT.

Copyright

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EXHIBIT C

OFF THE CHARIS



GIBBS
ARCHITECTS
www.GIBBS1336.com 310.488.3500

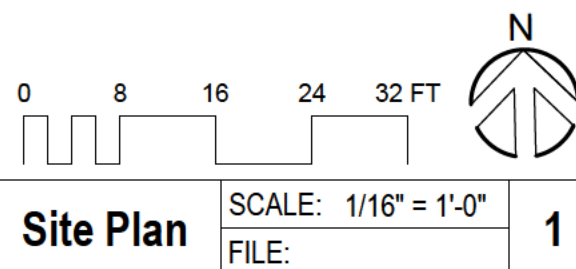
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Date: 14 September 2023

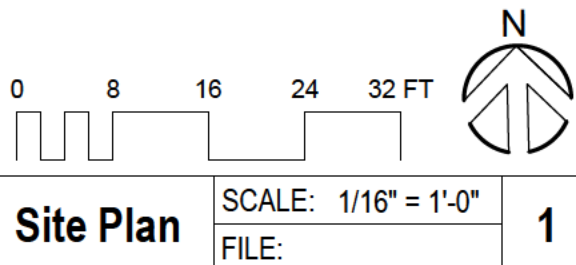
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Site Plan

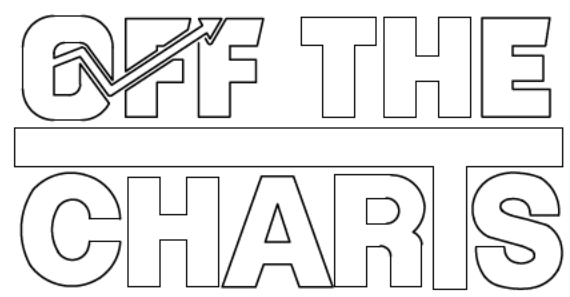
A1.00



THIRD STREET



981 Frontage Road,
McFarland, CA 93250



SEAN MADDOCKS
GREEN CONSULTING PARTNERS
23 CORPORATE PLAZA DR#150,
NEWPORT BEACH, CA 92660
TEL: (619) 955 9433



Kurt Gibbs AIA
3575 Long Beach Blvd.
Long Beach CA, 90807
T: 562.981.2000
E: kurt@gibbs1934.com



Revisions:

No.	Issue	Date
1		

Project Number:

Date: 14 September 2023

File:

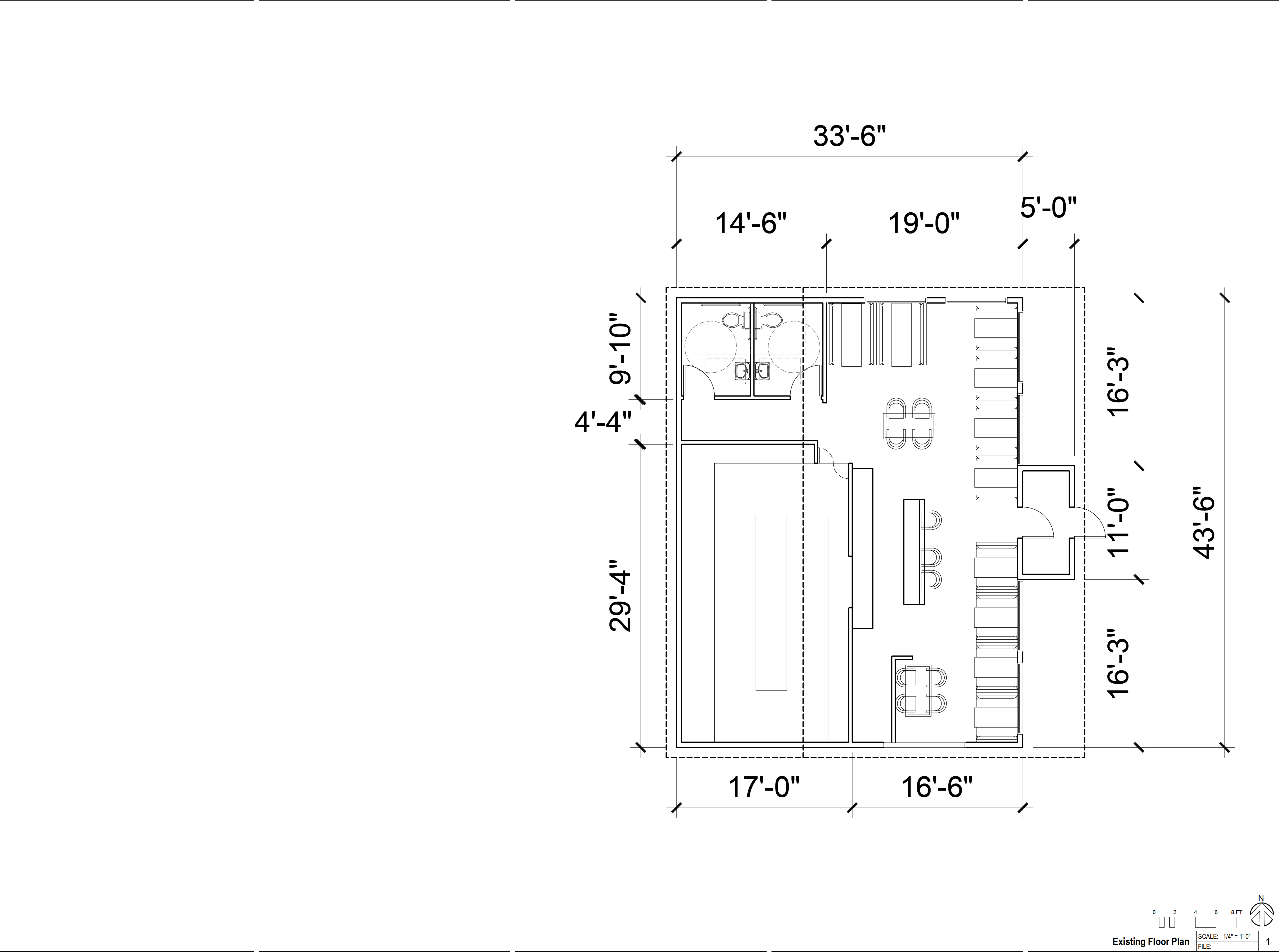
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Sheet Title:

Site Plan

Drawing Number:

A1.01A

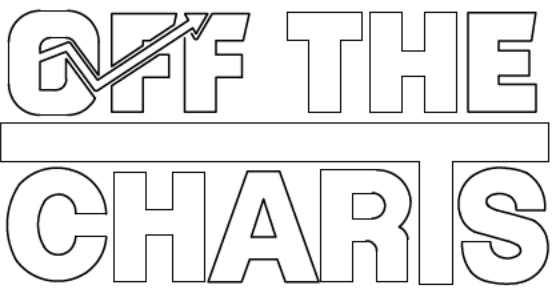


Existing Floor Plan

SCALE: 1/4" = 1'-0"
FILE:

1

981 Frontage Road,
McFarland, CA 93250



SEAN MADDOCKS
GREEN CONSULTING PARTNERS
23 CORPORATE PLAZA DR#150,
NEWPORT BEACH, CA 2860
TEL (819) 955 9433



Kurt Gibbs AIA
3575 Long Beach Blvd.
Long Beach CA, 90807
T: 562.981.2000
E: kurt@gibbs1934.com



Revisions:

No.	Issue	Date
1		

Project Number:

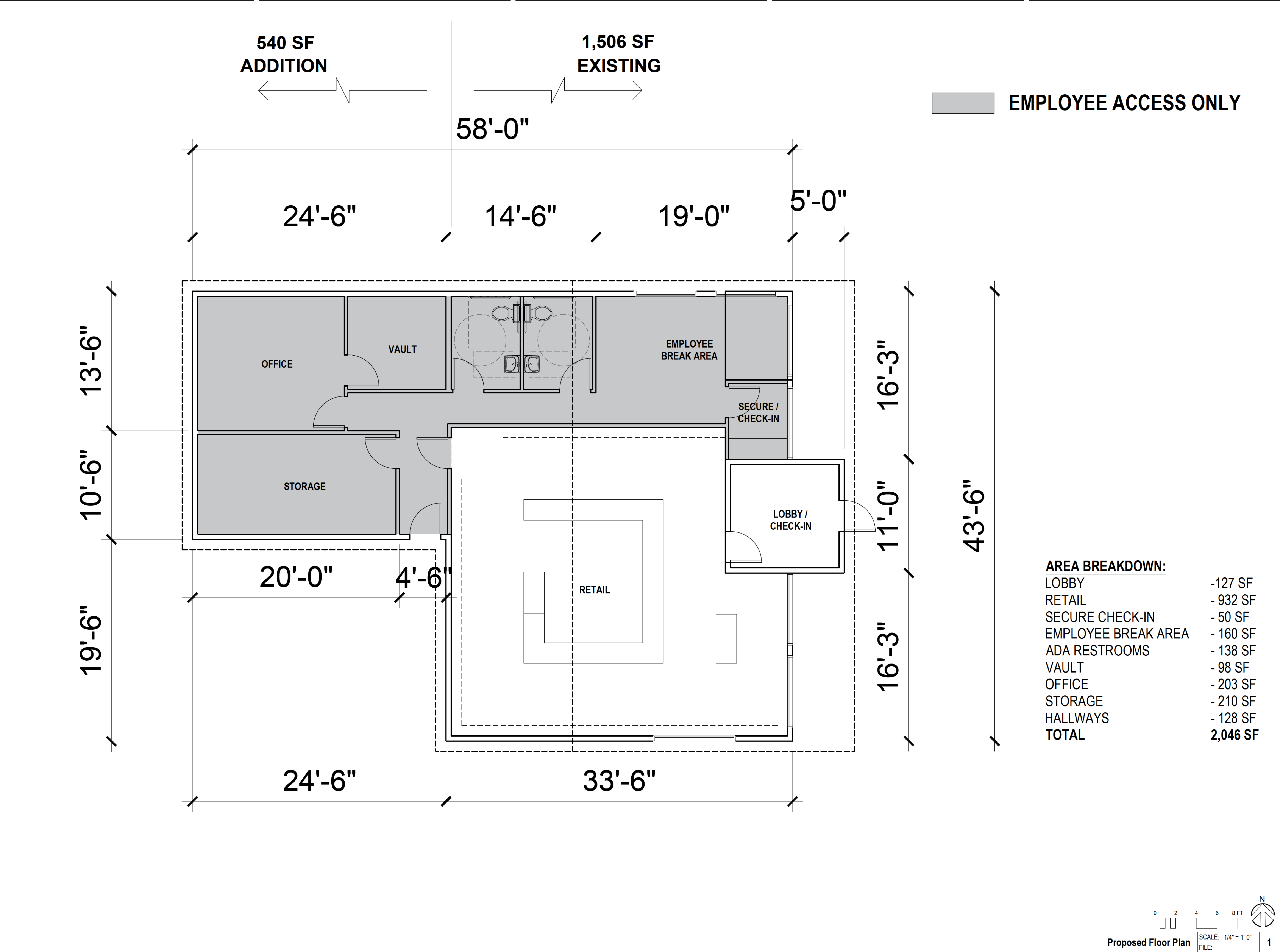
Date: 14 September 2023

File:

Scale: Scale As Noted

Sheet Title:
Existing Floor Plan

Drawing Number:
A2.00



981 Frontage Road,
McFarland, CA 93250

OFF THE
CHARIS

SEAN MADDOCKS
GREEN CONSULTING PARTNERS
23 CORPORATE PLAZA DR#150,
NEWPORT BEACH, CA 2860
TEL. (819) 955 9433

GIBBS
ARCHITECTS

Kurt Gibbs AIA
3575 Long Beach Blvd.
Long Beach CA, 90807
T: 562.981.2000
E: kurt@gibbs1934.com

ARCHITECT
KURT GIBBS
10/23
EXP. DATE
NO. C-2785
STATE OF CALIFORNIA

Revisions:

No.	Issue	Date
1		

Project Number:

Date:

14 September 2023

File:

Scale:

Scale As Noted

Sheet Title:

Proposed
Floor Plan

Drawing Number:

A2.01

Page 128 of 166

EXHIBIT D

Effective Date	Amount Due
Within ten (10) days following each month of operation, following the commencement of Commercial Cannabis Activity	15% of Gross Receipts from Operations each month.
Within ten (10) days following the end of each quarter of operation, following the commencement of Commercial Cannabis Activity	A list of contributions made to community organizations, which are recommended by the Cannabis Committee and approved by Council, equaling 1% of Gross Receipts from Operations



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-4, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ISSUANCE OF A COMMERCIAL CANNABIS PERMIT FOR OTC MCFARLAND LLC AND APPROVING INDEMNIFICATION AGREEMENT.

SUMMARY:

On February 23, 2023 the City Council adopted Ordinance No 02-2023 which added Chapter 19.04 to provide for and regulate commercial cannabis businesses within the City of McFarland. The regulations and supplemental application were made available to interested parties to apply for a Commercial Cannabis Business Permit ("Permit"). Additionally, the City Council modified Chapter 19.04 to allow for commercial cannabis business operations within a C-2 zone subject to a Development Agreement.

OTC McFarland LLC ("OTC") submitted an application pursuant to Chapter 19.04 with a request for a Permit for a commercial cannabis business to be located at 981 Frontage Avenue. The property is owned by Guadalupe Garcia Diaz who signed the appropriate agreement indicating that OTC had authority to submit the permit. Staff reviewed the application provided by the OTC and upon determine that it was complete, forwarded the application to the Cannabis Committee. Concurrently, the City began negotiations with OTC regarding the development agreement and reached agreement on the framework for the agreement.

On December 14, 2023 the City Council introduced Ordinance 13-2023 establishing the development agreement with OTC McFarland LLC. Upon adoption of the ordinance on January 14, 2024, the additional actions required to establish the commercial cannabis business is the issuance of a Commercial Cannabis Permit and approval of an indemnification agreement between the City and OTC, which are attached for consideration.

FINANCIAL IMPACT:

\$2.25 million is anticipated annually to the City's General Fund from the operation of the business at full build out. \$150,000 is anticipated as the annual amount to support local nonprofits, community events and activities.

RECOMMENDATION:

Adopt Resolution 2024-4 approving Commercial Cannabis Permit and Indemnification Agreement with OTC McFarland LLC

ATTACHMENTS:

1. OTC Commercial Cannabis Permit
2. Indemnification Agreement OTC (1)_Redacted

RESOLUTION NO. 2024-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ISSUANCE OF A COMMERCIAL CANNABIS PERMIT FOR OTC MCFARLAND LLC AND APPROVING INDEMNIFICATION AGREEMENT

WHEREAS, OTC McFarland LLC (“Developer”) has filed the a commercial cannabis permit application with the City for development of 981 Frontage Road, in McFarland , California, APN: 201-031-03-00-0, (“Property”) for the development of commercial cannabis business under Chapter 19.04 of the McFarland Municipal Code (the “Project”); and

WHEREAS, On December 12, 2023 at a duly noticed public meeting and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; and (3) approve this Development Agreement; and

WHEREAS, On December 14, 2023, at a duly noticed public meeting and after introduction of Ordinance 13-2023 due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances; and

WHEREAS, On January 11, 2024, The City Council conducted a second public hearing and closed public hearing and adopted Ordinance 13-2023 therein approving the development agreement for OTC McFarland LLC; and

WHEREAS, A Commercial Cannabis Permit and Indemnification Agreement are required to effectuate the development agreement and provide for the operation of the commercial cannabis business subject to the Municipal Code.

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

1. The above recitals are true, correct and herb incorporated by reference.
2. The City Council approves the Commercial Cannabis Permit and authorizes the City Manager to issue permit.
3. The City Council approves the Indemnification Agreement with OTC McFarland LLC and authorizes the Mayor, City Manager, and City Attorney to finalize and execute the agreement on

behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on January 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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



Commercial Cannabis Permit

Issued pursuant Municipal Code Chapter 19.04 and subject to all conditions contained therein.

ADULT USE – CONDITIONAL RETAIL LICENSE

PERMIT NO:

VALID:

January 12, 2024

PERMIT TYPE:

Type 10 (In Store Retailer)

EXPIRES:

January 12, 2025

LEGAL BUSINESS NAME:

OTC McFarland LLC

PREMISE:

981 Frontage Road
McFarland, CA 93250

CONDITIONS OF ISSUANCE:

- Compliance with terms and conditions of the Development Agreement between the City of McFarland and OTC McFarland LLC;
- Issuance of a Type 10 State of California Commercial Cannabis License;
- Payment of quarterly permit fee per McFarland Municipal Code 19.04.160;
- Payment of final permit application fees, if any.

Dated: January 12, 2024

CITY OF MCFARLAND

By: _____
Kenny Williams, City Manager

COMMERCIAL CANNABIS INDEMNIFICATION AGREEMENT

This Commercial Cannabis Indemnification Agreement ("Agreement") is made and entered into effective as of September 14, 2023, and entered into by or between OTC McFarland, LLC, a limited liability company ("Company"), and the CITY OF MCFARLAND, a municipal corporation ("City"). The Company and the City may be collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

- A. Company is in the process of developing certain real property situated in the City of McFarland, County of Kern, State of California, hereinafter referred to as the "Subject Property" and more particularly depicted in Exhibit "A" attached hereto and incorporated herein by reference, which is generally located at 981 Frontage Road, McFarland, CA 93250. Company desires to acquire and be issued a commercial cannabis permit(s) by and from the City for the purpose of engaging in commercial cannabis activities on the Subject Property ("Project").
- B. Company obtained and examined a copy of Title 19, Chapter 19.04 Commercial Cannabis Activity and pertinent provisions of the McFarland Municipal Code pertaining to zoning and business licensing and agrees to abide by and conform to all of the conditions of a commercial cannabis permit and all provisions of the McFarland Municipal Code.
- C. Company understands and acknowledges that the approval of the commercial cannabis permit, if granted, shall in no way permit any activity contrary to the McFarland Municipal Code or any activity which is in violation of any applicable laws.
- D. Company understands the applicant and the employees of the commercial cannabis permittee may be subject to prosecution under federal laws governing cannabis.
- E. Company understands that the City accepts no legal liability in connection with the approval and subsequent operation of a commercial cannabis business.
- F. The City desires to consider issuing a commercial cannabis permit pursuant to McFarland Municipal Code Chapter 19.04 to allow Company to engage in commercial cannabis activities and requires this Agreement as a precondition to issuance.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Nothing in this Agreement shall be construed to limit, direct, impede or influence the City's review and consideration of the Project, whether the approval provided is ministerial or

discretionary in nature.

2. **Indemnification.** To the fullest extent permitted by law, Company shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnatee or held to be the liability of the City Indemnatee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnatee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the related Development Agreement, if any; (iii) the issuance of any entitlements to operate a commercial cannabis business; (iv) the City's granting, issuing or approving use of this Agreement or the related Development Agreement, if any. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Company shall be responsible for indemnifying, holding harmless, and defending the City as to the entire claim, demand or action in law. Company's indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

In addition, Company shall indemnify, hold harmless and defend the City Indemnitees from any and all federal enforcement action(s) arising from or related to (i) the execution of this Agreement or the related Development Agreement, if any, (ii) the issuance of any entitlements or approvals, including any related Development Agreement, by the City to operate the Company's commercial cannabis business. Further, Company shall indemnify, hold harmless and defend the City Indemnitees from any and all violation(s) of federal, state and/or local law by Company, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Company should subcontract all or any portion of the work to be performed under this Agreement or any related Development Agreement, Company shall require each subcontractor to execute an indemnification agreement so as to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of the two prior paragraphs of this Section. Said indemnification agreement shall be executed and provided to the City prior to subcontractor performing all or any portion of the work to be performed under this Agreement or any related Development Agreement. Notwithstanding the preceding two sentences, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Losses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the

performance of this Agreement or the design professional's agreement with the Company.

3. **Reimbursement.** Company and its successors in interest agrees to and shall reimburse the City for any and all costs and expenses, including reasonable attorneys' fees and costs and all court and filing fees arising from the City's approval of Company's commercial cannabis permit, the City's approval of Company's operation of a commercial cannabis business or facility(ies), this Agreement, or any related Development Agreement.
4. **Selection of Attorney.** The City shall have the right to select counsel, or, if City does not wish to select counsel, approve any counsel selected by Company and said approval shall not be unreasonably withheld. Company shall reimburse the City for any and all of the City's costs, including any attorney and staff time, to determine the suitability of the attorney or attorneys selected by the City or proposed by the Company.
5. **Review of Briefs and Filings.** Notwithstanding the foregoing, the City shall have final approval of all briefs, pleadings, proposed settlements, filings, etc., submitted on behalf of the City in any litigation related to the defense of this matter. Company shall reimburse the City for the City Attorney's Office review time at the current "Third Party Reimbursable Billing" rate.
6. **Insurance.** Throughout the life of this Agreement, Company shall pay for and maintain in full force and effect insurance as required by State law and as set forth in this Agreement per the limits and provisions set forth below:
 - a. **Commercial General Liability:** Company shall obtain, pay for and maintain in effect during the life of this Agreement, a policy of commercial general liability insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California, on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence.
 - b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Company has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - c. **Bond:** Subject to authorization by the McFarland Municipal Code, in the alternative to maintaining Commercial General Liability, Company shall post a bond with the City, in a form subject to approval by the City Attorney, in the amount of \$1,000,000.00.
 - d. **Failure to Maintain Required Insurance:** Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement, the Commercial Cannabis Permit, and any related Development Agreement, and Company agrees to the same. Subject to authorization by the McFarland

Municipal Code, prior to terminating this Agreement, the Commercial Cannabis Permit, the and/or any related Development Agreement for failure to maintain the required insurance, the City may provide Company with written notice of its intent to terminate unless the City receives proof Company obtained the required insurance within seven (7) days from the date upon the notice. If Company fails to timely provide proof of the required insurance, Company shall immediately cease all business activity, including but not limited to cultivation, harvesting, manufacturing, transporting and/or delivering cannabis or cannabis products. Failure to immediately cease all business activity shall subject Company to the penalties, enforcement and cost recovery provisions established within the McFarland Municipal Code.

- e. **Policies:** All of the policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents may apply in excess of, and not contribute with Company's insurance. Company and the insurer are deemed hereof to waive all rights of subrogation and contribution they may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.
 - f. **Use of Property:** No use of the Subject Property pursuant to the Commercial Cannabis Permit, this Agreement or any related Development Agreement shall commence until the Company has provided the City with Certificates of Insurance, copy of the full policy and/or any additional materials evidencing the above insurance coverages and said insurance is approved by the City.
 - g. **Duty:** The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies or coverage limits are applicable.
 - h. **Subcontractor:** If Company should subcontract all or any portion of the services to be performed under this Agreement, Company shall require each subcontractor to comply with the terms and conditions of this Agreement.
7. **Future Approvals.** Nothing in this Agreement obligates the City or any other governmental entity to grant final approval of any matter referring or relating to the Commercial Cannabis Permit, operation of a commercial cannabis business(es) or facility(ies), and/or this Agreement or any related Development Agreement, nor does it obligate the City to pursue or defend any claims, demands or action in law or equity, nor does it otherwise limit the City's authority to resolve any such claim, demand or action.
8. **Attorneys' Fees.** If any party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and costs.

9. **Enforcement Remedies.** Company's sole remedy is to bring a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity to enforce this Agreement or claims for entitlement(s) related to the Subject Property against the City.

10. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Company: OTC McFarland, LLC
Attn: Norman Yousif
771 Jamacha Road, 358
El Cajon, CA 92019

11. **Waiver.** The waiver by a party of any breach shall not be construed to be a continuing waiver of any subsequent breach. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

12. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be the Superior Court of California, County of Kern.

13. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

14. **Interpretation.** The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their general accepted meaning.

15. **Amendments and Modifications.** This Agreement may be modified only by written instrument duly authorized and executed by all Parties herein.

16. **Recitals.** All provisions and Recitals within this Agreement shall be considered part of this contract and carry the same weight, force and effect as any other terms and conditions herein.

- 17. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement shall constitute a separate agreement from any Project approval, and that if any Project approval, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
- 18. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.
- 19. Knowing and Voluntary Agreement.** The parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the parties hereto represents, acknowledges, and agrees that such party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

CITY OF MCFARLAND,
A municipal corporation

Name of Entity,
A OTC McFarland LLC

By: _____

*By:  _____

Name: _____

Name: Norman YOUSIF

Its: _____

Its: owner

Dated: _____

Dated: Sept. 14, 2023

APPROVED AS TO FORM
HODGES LAW GROUP

*Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity

By: _____
Nathan M. Hodges, City Attorney

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 9-14-2023 before me, Jose Venegas Arcos,
(Here insert name and title of the officer)

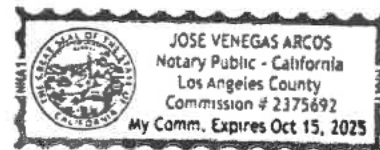
personally appeared NORMAN YOUSIF,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity(ies), and that by his ~~her/their~~ 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Commercial Cannabis

(Title or description of attached document)

Indemnification Agreement

(Title or description of attached document continued)

Number of Pages 9 Document Date 9-14-2023

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal it a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A - SUBJECT PROPERTY



City of McFarland
Commercial Cannabis Permit
Application
CCP # _____

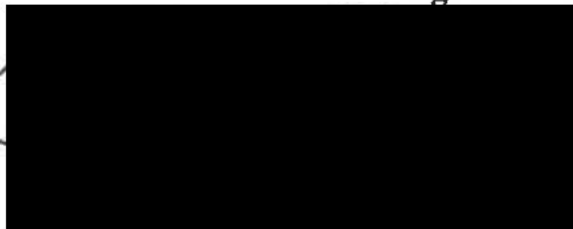
Address: _____ APN _____

401 W Kern Ave
McFarland CA 93250
661-792-3091
www.mcfarlandcity.org

Real Property Authorization Form
PROPERTY OWNER CONSENT FORM
(Section 3)
Commercial Cannabis Businesses

PROPERTY OWNER INFORMATION	
Name:	Guadalupe F. Garcia Diaz
Title:	Owner
Phone Number:	[REDACTED]
Mailing Address:	[REDACTED] 32
E-mail Address:	[REDACTED]
PREMISES INFORMATION	
Physical Address	981 FRONTAGE RD. MCFARLAND, CA 93250
Tenant/Buyer Business:	OTC MCFARLAND, LLC
Name of Tenant/Buyer:	NORMAN YOUSIE
DECLARATIONS AND SIGNATURE	
I hereby certify that I am the property owner of the premises referenced in the Premises Information section 3 of the application and authorized to complete this form. As the property owner, I acknowledge that the above mentioned tenant/buyer has the legal right to occupy the property and acknowledges and consents to the conduct of legal commercial cannabis activities on the property, including, but not limited to: cannabis cultivation, cannabis manufacturing, cannabis distribution, and cannabis delivery.	

Signature must be notarized.



9/15/2023
Date



City of McFarland
Commercial Cannabis Permit
Application
CCP # _____

Address: _____ APN _____

401 W Kern Ave
McFarland CA 93250
661-792-3091
www.mcfarlandcity.org

CALIFORNIA NOTARY ACKNOWLEDGMENT

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

State of California

County of ORANGE

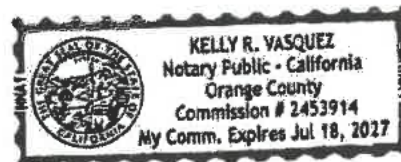
On September 15, 2023 before me, Kelly R Vasquez, Notary Public (name and title of officer), personally appeared Guadalupe F. Garcia DIAZ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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

Kelly R Vasquez



(Seal)

EXHIBIT "A"
Legal Description



Subject Property Location

Property Address 981 FRONTAGE RD
City, State & Zip MC FARLAND, CA 93250-1005
County KERN COUNTY
Mailing Address 9640 E WILSON RD, BAKERSFIELD, CA 93307-9514
Census Tract 0047.04
 Thomas Bros Pg-Grid

Report Date: 09/29/2023

Order ID: R127841878

Property Use Restaurant
Parcel Number 201-031-03-00-0
Latitude 35.687093
Longitude -119.230032

Legal Description Details Lot Number: D Brief Description: PARCEL MAP 1890, LOT D Recorder's Map Ref: PM 1890

Current Ownership Information *Source of Ownership data: Assessment Data

Primary Owner Name(s) DIAZ GUADALUPE FERNANDA GARCIA

Vesting

Latest Full Sale Information

Primary Owner Name(s)	GARCIA, ELIAS; GARCIA, MICAELA	Sale Price	\$175,000
		Sale Date	04/19/2013
		Recording Date	05/06/2013
		Recorder Doc #	0213062958
Vesting	Joint Tenants	Book / Page	

Financing Details at Time of Purchase

1	Loan Amount	\$120,261	Origination Lender Name	ANTONIO T FRAUSTO ETAL
	Loan Type	Commercial Loan	Recording Doc #	0213062959
	Loan Amount	\$55,000	Origination Lender Name	MARIA FAJARDO
	Loan Type	Commercial Loan	Recording Doc #	0213062960

Property Characteristics

	Bedrooms		Year Built	1961	Living Area (SF)	1,506
	Bathrooms/Partial		Garage/No. of Cars		Price (\$/SF)	\$116/SF
	Total Rooms		Stories/Floors		Lot Size (SF/AC)	16,988/.39
	Construction Type	Wood	No. of Units		Fireplace	
	Exterior Walls		No. of Buildings		Pool	
	Roof Material/Type		Basement Type/Area		Heat Type	Yes
	Foundation Type		Style		A/C	Y
	Property Type	Commercial	View		Elevator	
	Land Use	Restaurant			Zoning	

Assessment & Taxes

	Assessment Year	2023	Tax Year	2023	Tax Exemption	
	Total Assessed Value	\$207,122	Tax Amount	\$2,425.52	Tax Rate Area	8-011
	Land Value	\$65,094	Tax Account ID			
	Improvement Value	\$142,028	Tax Status	No Delinquency Found		
	Improvement Ratio	68.57%	Delinquent Tax Year			
	Total Value		Market Improvement Value			
	Market Land Value		Market Value Year			

Lien History

Seq. ID	Recording Date	Lender	Amount	Purchase Money
1	05/06/2013	ANTONIO T FRAUSTO ETAL	\$120,261	YES
2	05/06/2013	MARIA FAJARDO	\$55,000	NO

Loan Officer Insights

No details available



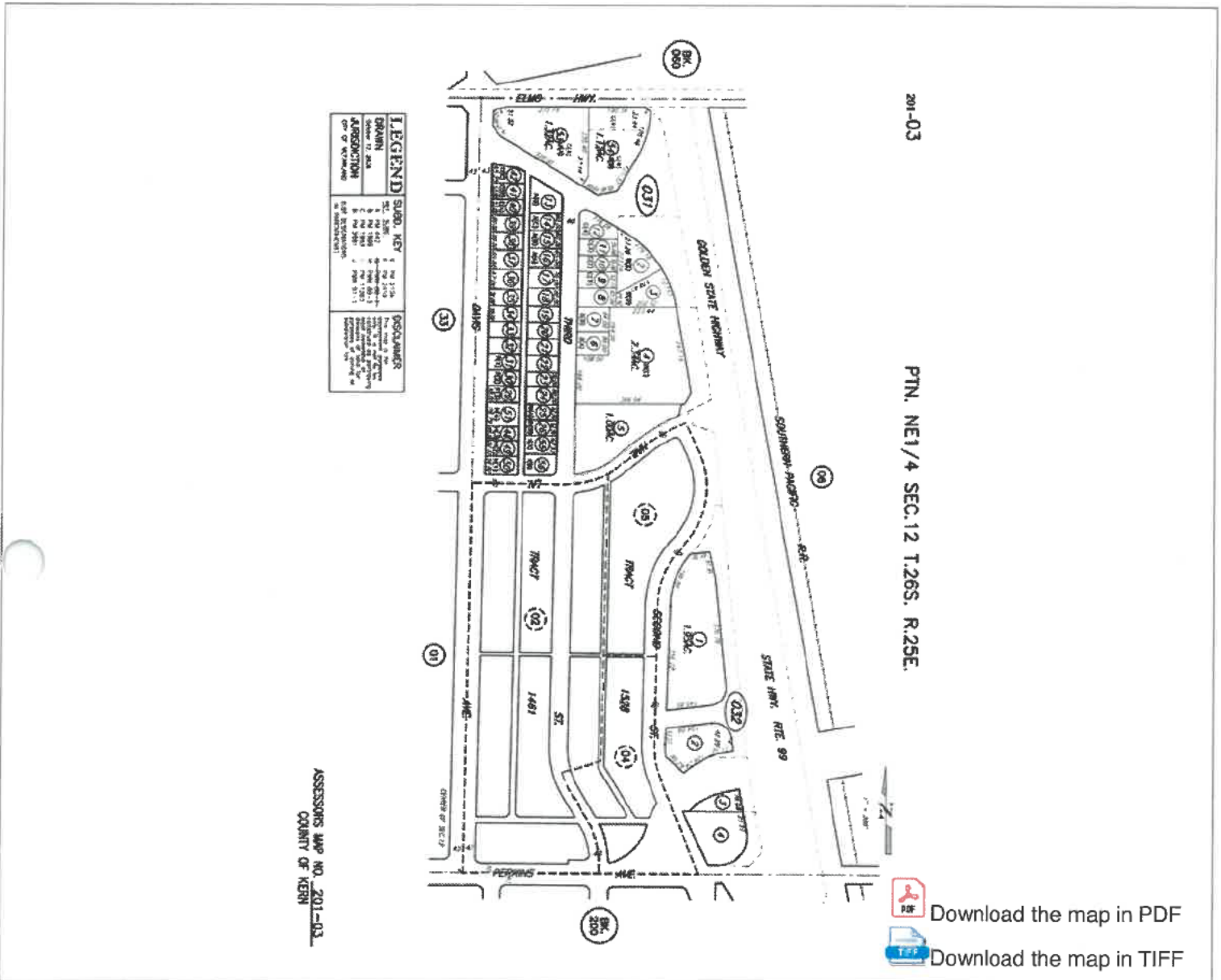
Subject Property Location

Property Address 981 FRONTAGE RD
City, State & Zip MC FARLAND, CA 93250-1005
County KERN COUNTY

Report Date: 09/29/2023

Order ID: R127841883

Parcel Number 201-031-03-00-0



Disclaimer

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City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2024-2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND TO PROVIDE A SALARY INCREASE FOR THE MCFARLAND POLICE DEPARTMENT CRIME SCENE TECHNICIAN.

SUMMARY:

The McFarland Police Department (MPD) has examined its staffing structure and has noticed a compaction issue in the rate of pay between the Emergency Dispatcher position and the Crime Scene Technician position. Due to the recent addition of the Emergency Dispatcher position, which was created at PayScale 23, a compaction issue has occurred. Currently, the Crime Scene Technician position is at PayScale 23, and this has caused a discrepancy in the pay rate for the Crime Scene Technician. Crime Scene Technicians process crime scenes for evidence, document, seize and process the evidence to adhere to the evidence code and industry standards.

The McFarland Police Department's Crime Scene Technician is also responsible for maintaining all evidence, seized property, stored property, and maintaining property logs for the McFarland Police Department. In addition, the McFarland Crime Scene Technician is cross-trained to assist as an Emergency Dispatcher and holds all the appropriate training and certifications of an Emergency Dispatcher. The McFarland Police Department's Crime Scene Technician routinely assists with public events by collaborating with donors, making fliers, coordinating with the public and city departments and attending the events to ensure the events are successful .

Currently, the McFarland Police Department's Crime Scene Technician receives an hourly rate of pay between \$21.60 to \$27.64. Staff conducted an audit of other surrounding agencies, Crime Scene Technicians' pay, and found the city of Delano employs a Property and Evidence Officer at the hourly rate of \$21.37 to \$25.99. The Delano Property and Evidence officers do not process crime scenes or seize evidence. The city of Shafter, has a Police Property and Evidence Technician with the same job duties as the MPD Crime Scene Technician. The Shafter Property and Evidence Technician's hourly rate of pay is between \$32.78 to \$39.84. The city of Tulare employs an Evidence Technician with similar duties to the MPD Crime Scene Technician and has an hourly rate of pay of \$27.38 to \$33.28.

Staff believes a change in the salary range from 23 to salary range 27 for the MPD Crime Scene Technician would alleviate the compaction issue and be more comparable to wages of other Crime Scene Technician positions in surrounding agencies.

FINANCIAL IMPACT:

This change would cost an additional \$5,217.21 in salary and benefits.

RECOMMENDATION:

Staff recommends adjusting the Payscale of the Crime Scene Technician from 23 (\$21.60-\$27.64) to Payscale 27 (\$23.84-\$30.51).

ATTACHMENTS:

None

RESOLUTION NO. 2024-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY’S GENERAL FUND TO PROVIDE A SALARY INCREASE FOR THE MCFARLAND POLICE DEPARTMENT CRIME SCENE TECHNICIAN

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2023/2024; and

WHEREAS, the City Council recognizes a salary increase was not included in the approved budget; and

WHEREAS, the City Council has recognized a compaction issue between the Emergency Dispatcher and Crime Scene Technician pay scale; and

WHEREAS, the City Council recognizes the request will alleviate the compaction issue; and

WHEREAS, the City Council recognizes that the funds needed to resolve the compaction issue is \$5,217.21.

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 Council recognizes a salary increase was not included in the approved budget; and
3. The City Council desires to alleviate the pay scale compaction issue by increasing the Crime Scene Technician salary scale from 23 to 27.
4. The City Manager is hereby authorized and directed to proceed with the funding requests as indicated in the resolution, 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 January 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: January 11,
2024

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2024- 3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH FLOCK SAFETY TO EXTEND THE CONTRACT OF 20 FLOCK CAMERAS TO ASSIST WITH PUBLIC SAFETY.

SUMMARY:

Since November 23, 2022, the McFarland Police Department has used the Flock camera system in our city to assist with deterring criminal behavior and solving crimes. Flock cameras are stationary cameras placed at strategic locations to capture vehicle movement throughout the city. The camera system uses License Plate Reader technology to conduct checks on license plates which notifies officers and the McFarland Police Communications Center in real time as to the location of wanted or stolen vehicles. Officers and Dispatchers can also conduct searches in the Flock system for vehicles by description only and partial license plates which aids in locating suspect vehicles.

During this year, numerous stolen and wanted vehicles have been located using the Flock camera system. This system also helped identify a homicide suspect from Delano, which ultimately led to his arrest. The Flock camera system has allowed The McFarland Police Department to enhance its efforts by providing increased patrols as well as coordinating and developing partnerships with other agencies to address these issues. Our Flock cameras are shared with neighboring departments like Delano Police, Bakersfield Police, and the Kern County Sheriff's Office. The addition of these cameras has been critical in investigating criminal and street gang activity between these and other jurisdictions.

Originally, the City Council approved the lease of 20 Flock cameras to assist with public safety. This initial contract included a clause where the Flock company could change their fees with a 60-day notice. Flock has recently advised the fees will increase from \$2500 per camera to \$3000 a camera starting in 2024. Flock has agreed to allow the McFarland Police Department to remain at the original rate of \$2500 per camera if we extend our contract to five years.

FINANCIAL IMPACT:

There is no impact to the 2023/2024 budget. Fiscal impact to fiscal years 2024/2025 through 2028/2029 is \$52,500 annually for a total contract cost of \$262,500 over a 5 year period.

RECOMMENDATION:

Staff recommends council discuss & possibly approve the Flock camera system lease

extension.

ATTACHMENTS:

1. CA - McFarland PD - Law Enforcement Agreement -

RESOLUTION NO. 2024-3

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH
FLOCK SAFETY TO EXTEND THE CONTRACT OF 20 FLOCK CAMERAS TO ASSIST
WITH PUBLIC SAFETY.**

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2023/2024: and

WHEREAS, the McFarland Police Department has a contract with Flock Group Inc. for Flock cameras; and

WHEREAS, the Flock Group Inc. has advised the McFarland Police Department of a rate increase from \$2500 per camera to \$3000 per camera; and

WHEREAS, the Flock Group Inc. will allow the McFarland Police Department to remain on the current lease rate of \$2500 per camera with a five-year extension; and

WHEREAS, the City Council of the City of McFarland believes the adopted lease agreement with Flock Group Inc. is necessary to continue the Flock camera system agreement.

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 fill.
2. The City Council wishes to extend the contract with Flock Group Inc.
3. The City Council recognizes that the Flock Group Inc. will allow the McFarland Police Department to remain at the current lease rate of \$2500 per camera.
4. The City Council provides the city manager the Authority to execute any documents necessary to carry out the agreement.
5. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on January 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk

Flock Safety + CA - McFarland PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashlee Adeli
ashlee.adeli@flocksafety.com
(470) 508-5771

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: CA - McFarland PD
Legal Entity Name: CA - McFarland PD
Accounts Payable Email: dviramontes@mcfarlandcity.org
Address: 401 W Kern Avenue Mc Farland, California
93250

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$52,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon [®]	Included	20	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$52,500.00
Annual Recurring Subtotal:	\$52,500.00
Discounts:	\$55,000.00
Estimated Tax:	\$0.00
Contract Total:	\$262,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$52,500.00
Annual Recurring after Year 1	\$52,500.00
Contract Total	\$262,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - McFarland PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____