



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, March 14, 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****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.

COUNCIL COMMENTS**DEPARTMENTAL REPORTS**

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

1. Approval of Expense Report in the Amount of \$811,086.25 from 2/10/2024 to 3/1/2024.
2. Approval of Payroll Report for the Month of February 2024 in the Amount of \$296,221.06.
3. Approval of February 22, 2024 Special Meeting Minutes.
4. Approval of February 22, 2024 Regular Meeting Minutes.
5. Approval of February 22, 2024 Adjourned Regular Meeting Minutes.
6. APPROVAL OF RESOLUTION NO. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AGREEMENT WITH CLEARSOURCE FOR UPDATE OF CITY REGULATORY FEES.
7. Second Reading and Adoption Ordinance No. 002-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, AND 060-420-13 (Annexation 19).
8. Second Reading and Adoption Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP

FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20 (Annexation 20).

9. APPROVAL OF RESOLUTION NO. 2024-28 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE CITY OF MCFARLAND 401(k) PROFIT SHARING PLAN
10. RECEIVE AND FILE - CITY OF MCFARLAND HAZARD MITIGATION PLAN UPDATE
11. APPROVAL OF RESOLUTION NO. 2024-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR THE POSITION OF CITY COUNCIL SPECIAL PROJECTS MANAGER/POLICE OVERSIGHT ADVISOR

PUBLIC HEARINGS

12. Final Public Hearing and consideration of Adoption of Ordinance No. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS.
 - a. Staff Report: Community Development Director Paul Saldana
 - 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. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS.
 - d. Direct City Clerk to post Ordinance in designated posting location within fifteen days of its passage.
 - e. Direct Community Development Director to post Report Pursuant to Election Code 21130(f)
13. Introduction and First Reading of Ordinance No. 007-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 19.040 RELATING TO COMMERCIAL CANNABIS RETAIL PERMITS.
 - a. Staff Report: Community Development Director Paul Saldana
 - b. Open Public Hearing and receive public testimony
 - c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No. 007-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 19.040 RELATING TO COMMERCIAL CANNABIS RETAIL PERMITS.

- d. Schedule second reading for the next regularly scheduled Council meeting.
- 14. Introduction and First Reading of Ordinance No.008-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.44 OF THE CITY OF MCFARLAND MUNICIPAL CODE RELATING TO MOBILE FOOD VENDORS.
 - a. Staff Report: Community Development Director Paul Saldana
 - b. Open Public Hearing and receive public testimony
 - c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No. 008-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.44 OF THE CITY OF MCFARLAND MUNICIPAL CODE RELATING TO MOBILE FOOD VENDORS.
 - d. Schedule a second reading for the next regularly scheduled Council meeting.
- 15. Introduction and First Reading of Ordinance No.009-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 2, CHAPTER 2.40 OF THE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.
 - a. Staff Report: Community Development Director Paul Saldana
 - b. Open Public Hearing and receive public testimony
 - c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No.009-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 2, CHAPTER 2.40 OF THE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.
 - d. Schedule a second reading and adoption for the next regularly scheduled Council meeting.

ADMINISTRATIVE AGENDA

- 16. APPROVAL OF RESOLUTION NO 2024-26 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE GENERAL FUND TO PURCHASE THE MATERIALS FOR THE COMPLETION OF THE ASPHALT PROJECT TO PROVIDE ADDITIONAL PARKING AREA AT CITY HALL.
- 17. APPROVAL OF RESOLUTION NO. 2024-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND FOR THE UNSOLVED MAJOR CRIMES REWARD PROGRAM.

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. Public Policy and Finance Committee

- e. Public Safety Committee
- f. Quality of Life Committee

COUNCIL STATEMENTS AND REPORTS:

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

CLOSED SESSION

- 18. Public Employment (Government Code §54957) Human Resources Director

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on March 11, 2024.

Francisca Alvarado, City Clerk

Diego Viramontes, City Manager

Next Meeting: Regular City Council March 28, 2024.

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

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



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC					
ADLERHORST INTERNATIONAL...	INV120931	02/27/2024	2023-2024 K9 Pol Prog./Serv ...	01-150-56000-0000-1	6,000.00
Vendor ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC Total:					6,000.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	INV 0178868	02/14/2024	INV 0178868 Service Console...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: Advanced Flow Measur - Advanced Flow Measure					
Advanced Flow Measure	DOC 0005163	02/21/2024	DOC 0005163 01.25.24 2024 ...	30-500-53250-0000-1	450.00
Vendor Advanced Flow Measur - Advanced Flow Measure Total:					450.00
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0026038	02/22/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0026039	02/22/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0026040	02/22/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0026041	02/22/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0026042	02/22/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0026052	02/22/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0026063	02/22/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0026063	02/22/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0026064	02/22/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0026065	02/22/2024	American Fidelity - Disability I...	01-22700-0000-1	26.52
American Fidelity	INV0026065	02/22/2024	American Fidelity - Disability I...	30-22700-0000-1	43.48
American Fidelity	INV0026065	02/22/2024	American Fidelity - Disability I...	31-22700-0000-1	19.45
American Fidelity	INV0026065	02/22/2024	American Fidelity - Disability I...	32-22700-0000-1	22.16
American Fidelity	INV0026065	02/22/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0026066	02/22/2024	Health FSA	01-22600-0000-1	58.37
American Fidelity	INV0026066	02/22/2024	Health FSA	30-22600-0000-1	39.14
American Fidelity	INV0026066	02/22/2024	Health FSA	31-22600-0000-1	13.05
American Fidelity	INV0026066	02/22/2024	Health FSA	32-22600-0000-1	39.11
American Fidelity	INV0026067	02/22/2024	Life 1	01-22900-0000-1	23.81
American Fidelity	INV0026067	02/22/2024	Life 1	30-22900-0000-1	44.09
American Fidelity	INV0026067	02/22/2024	Life 1	31-22900-0000-1	16.40
American Fidelity	INV0026067	02/22/2024	Life 1	32-22900-0000-1	17.32
American Fidelity	INV0026067	02/22/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0026068	02/22/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0026081	02/22/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0026082	02/22/2024	Cancer 1 American Fidelity	01-22950-0000-1	0.88
American Fidelity	INV0026082	02/22/2024	Cancer 1 American Fidelity	30-22950-0000-1	2.62
American Fidelity	INV0026082	02/22/2024	Cancer 1 American Fidelity	31-22950-0000-1	2.62
American Fidelity	INV0026082	02/22/2024	Cancer 1 American Fidelity	32-22950-0000-1	2.59
American Fidelity	INV0026083	02/22/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					778.32
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 21939	02/13/2024	INV 21939 MPD Dispatch Tick...	01-310-52200-0000-1	400.00
American Office Solutions, LLC	INV 22076	02/13/2024	INV 22076 Monthly Services C...	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	INV 22113	02/13/2024	INV 22113 WWTP Printer 2/8/...	01-310-52200-0000-1	703.61
Vendor American Office Solu - American Office Solutions, LLC Total:					4,703.61
Vendor: an icon company - An Icon Company LLC					
An Icon Company LLC	Order# 100351	02/27/2024	Order# 100351 Citation Books ..	01-150-57400-0000-1	3,390.39
Vendor an icon company - An Icon Company LLC Total:					3,390.39
Vendor: GAL 100-149 - Andrew Galvan					
Andrew Galvan	INV0026020	02/13/2024	Andrew Galvan - M&IE Patrol ...	01-150-52010-0000-1	259.00
Vendor GAL 100-149 - Andrew Galvan Total:					259.00

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	Inv. 289575	02/21/2024	Inv. 289575 Unit 53 -Oil Chan...	01-150-56600-0000-1	74.52
Vendor Arredondo Automotive - Arredondo Automotive Group Total:					74.52
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	AT&T Dec 2023 Monthly PW 2...	02/13/2024	AT&T Dec 2023 Monthly PW 2...	01-180-57800-0000-1	90.14
At&t Mobility	AT&T Dec 2023 Monthly PW 2...	02/13/2024	AT&T Dec 2023 Monthly PW 2...	30-500-57800-0000-1	95.17
At&t Mobility	AT&T Dec 2023 Monthly PW 2...	02/13/2024	AT&T Dec 2023 Monthly PW 2...	32-510-57800-0000-1	170.62
At&t Mobility	AT&T Dec 2023 Monthly PW 2...	02/13/2024	AT&T Dec 2023 Monthly PW 2...	34-520-57800-0000-1	45.07
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-105-57800-0000-1	20.35
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-110-57800-0000-1	27.72
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-115-57800-0000-1	47.32
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-140-57800-0000-1	11.44
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-155-57800-0000-1	11.44
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-160-57800-0000-1	11.44
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-165-57800-0000-1	62.31
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	01-175-57800-0000-1	11.44
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	30-500-57800-0000-1	129.60
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	31-505-57800-0000-1	15.77
At&t Mobility	AT&T Feb 2023 Monthly Admi...	02/13/2024	AT&T Feb 2023 Monthly Admi...	32-510-57800-0000-1	129.61
At&t Mobility	287304246558X02102024	02/27/2024	AT&T Feb 2024 Monthly PW 2...	01-180-57800-0000-1	90.14
At&t Mobility	287304246558X02102024	02/27/2024	AT&T Feb 2024 Monthly PW 2...	30-500-57800-0000-1	95.17
At&t Mobility	287304246558X02102024	02/27/2024	AT&T Feb 2024 Monthly PW 2...	32-510-57800-0000-1	170.62
At&t Mobility	287304246558X02102024	02/27/2024	AT&T Feb 2024 Monthly PW 2...	34-520-57800-0000-1	45.07
Vendor At&t Mobility - At&t Mobility Total:					1,280.44
Vendor: Auto Zone - Auto Zone					
Auto Zone	Inv. 6270811956 Tire Supply	02/13/2024	Inv. 6270811956 Tire Supply	01-150-56600-0000-1	16.23
Auto Zone	Inv. 6270815294 Ops Supply	02/13/2024	Inv. 6270815294 Ops Supply	01-150-57400-0000-1	48.16
Auto Zone	INV6270817815 TRANSIT SUP...	02/13/2024	INV6270817815 TRANSIT SUP...	34-520-54000-0000-1	86.68
Auto Zone	INV6270815234	02/21/2024	INV6270815234 VEHICLE MAI...	32-510-56600-0000-1	7.96
Auto Zone	INV 6270817562	02/27/2024	INV 6270817562 Repair and ...	01-180-56600-0000-1	24.93
Vendor Auto Zone - Auto Zone Total:					183.96
Vendor: Bakersfield Well - Bakersfield Well					
Bakersfield Well	Job #23678 Progress Billing 2 ...	02/21/2024	Job # 23678 Progress Billing # 1	32-510-56000-0000-1	104,115.00
Bakersfield Well	Job #23678 Progress Billing 2 ...	02/21/2024	Job #23678 Progress Billing 2 ...	32-510-56400-0000-1	59,925.00
Vendor Bakersfield Well - Bakersfield Well Total:					164,040.00
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 23-480	02/21/2024	INV 23-480 Job#22603 Street ...	25-000-52960-2303-1	462.76
BHT Engineering, Inc.	INV 23-480	02/21/2024	INV 23-480 Job#22603 Street ...	25-000-52960-2304-1	462.62
BHT Engineering, Inc.	INV 23-480	02/21/2024	INV 23-480 Job#22603 Street ...	25-000-52960-2305-1	462.62
BHT Engineering, Inc.	INV 23-434	02/27/2024	INV 23-434 Taylor and Mast	01-140-56000-0000-1	12,845.00
BHT Engineering, Inc.	INV 23-479	02/27/2024	INV 23-479 Job #21601 Pedest...	25-000-52960-8290-1	5,352.50
BHT Engineering, Inc.	INV 23-481	02/27/2024	INV 23-481 Job#23601 RSTP W...	25-000-52960-2302-1	3,230.00
BHT Engineering, Inc.	INV 23-484	02/27/2024	INV 23-484 The GEO Group -2...	01-160-51400-0000-1	905.50
BHT Engineering, Inc.	INV 23-485	02/27/2024	INV 23-485 The GEO Group- 6...	01-160-51400-0000-1	905.95
BHT Engineering, Inc.	Inv No 24-015	02/27/2024	Inv No 24-015 - Milagro ROW ...	01-140-56000-0000-1	430.00
BHT Engineering, Inc.	Inv No 24-016	02/27/2024	Inv No 24-016 - PM 23-02 5th...	01-140-56000-0000-1	905.00
BHT Engineering, Inc.	Inv No 24-017	02/27/2024	Inv No 24-017 - TM 7393 Ph 3 ...	01-140-56000-8472-1	3,395.00
BHT Engineering, Inc.	Inv No 24-018	02/27/2024	Inv No 24-018 - VTPM 12540	01-140-41400-2409-1	120.00
BHT Engineering, Inc.	INV24-013	02/27/2024	INV24-013 BHT 2nd Review- 2...	01-160-51400-0000-1	520.00
BHT Engineering, Inc.	INV24-014	02/27/2024	INV24-014 BHT 2nd Review- 6...	01-160-51400-0000-1	645.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					30,641.95
Vendor: bootbarn - Boot Barn					
Boot Barn	INV00343950	02/27/2024	FY23-24 BOOT BARN - MARTI...	01-180-51800-0000-1	170.48
Vendor bootbarn - Boot Barn Total:					170.48
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI402253	02/13/2024	INV BPI402253 Sulfur,Chlor Ga...	32-510-57400-0000-1	1,898.96
Vendor Brenntag - Brenntag Pacific Inc. Total:					1,898.96

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WASCO VET - Brian L. Edick					
Brian L. Edick	Animal Care Services 01/17/24	02/27/2024	Animal Care Services 01/17/24	01-155-51150-0000-1	177.00
Vendor WASCO VET - Brian L. Edick Total:					177.00
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AG16254	07/19/2023	INV AG16254 BOD & TSS-WW...	30-500-57400-0000-1	285.75
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 Quanti-Tray Coli...	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
BSK ASSOCIATES	INV AG23034	01/16/2024	INV AG23034 BOD TSS	32-510-58200-0000-1	150.00
BSK ASSOCIATES	INV AG27750	01/16/2024	INV AG27750 BOD, TSS	32-510-58200-0000-1	150.00
BSK ASSOCIATES	INV AG27888	01/16/2024	INV AG27888 Quinti-Tray, Coli...	32-510-58200-0000-1	190.00
BSK ASSOCIATES	INV AG28343	01/16/2024	INV AG28343 BOD, TSS, Chlor...	32-510-58200-0000-1	400.00
BSK ASSOCIATES	INV AG28543	01/16/2024	INV AG28543 BOD, TSS	32-510-58200-0000-1	150.00
BSK ASSOCIATES	INV AG28995	01/16/2024	INV AG28995 Quanti, Coliform...	32-510-58200-0000-1	250.00
BSK ASSOCIATES	INV AG29045	01/16/2024	INV AG29045 BOD TSS 12/13/...	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AG29423	01/16/2024	INV AG29423 BOD TSS 12/18/...	30-500-58200-0000-1	275.00
BSK ASSOCIATES	INV AG29807	01/16/2024	INV AG29807 Coliform & Ecoli ...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AG30017	01/16/2024	INV AG30017 Coliform & Ecoli ...	32-510-58200-0000-1	190.00
BSK ASSOCIATES	INV AG30046	01/16/2024	INV AG30046 BOD TSS 12/22/...	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AG30055	01/16/2024	INV AG30055 Arsenica, CA DW...	32-510-58200-0000-1	185.00
BSK ASSOCIATES	INV AH00343	01/16/2024	INV AH00343 BOD TSS 01/04/...	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH00570	01/16/2024	INV AH00570 BOS TSS 01/05/...	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH00371	01/30/2024	INV AH00371 Quanti-Tray Coli...	32-510-58200-0000-1	250.00
BSK ASSOCIATES	INV 0101031	02/14/2024	INV 0101031 Davis and Hail	25-000-52960-8490-1	5,590.50
BSK ASSOCIATES	INV AH00924	02/13/2024	INV AH00924 BOD TSS	32-510-58200-0000-1	150.00
BSK ASSOCIATES	INV AH02233	02/13/2024	INV AH02233 BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH03521	02/21/2024	INV AH03521 BOD TSS	30-500-58200-0000-1	150.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					9,876.25
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	INV 0000234	02/27/2024	INV 0000234 Cal Clean City C...	01-190-52200-0000-1	280.00
Cal Clean LLC	INV 0000235	02/27/2024	INV 0000235 Cal Clean Service...	01-190-52200-0000-1	400.00
Vendor CALCLEAN - Cal Clean LLC Total:					680.00
Vendor: CSTC - California Safety Training Corporation					
California Safety Training Cor...	INV 113283	02/13/2024	INV 113283 Pesticide Haz Com....	30-500-52000-0000-1	170.00
Vendor CSTC - California Safety Training Corporation Total:					170.00
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 87059	02/21/2024	INV 87059 consultant fees	30-500-56000-7820-1	1,894.00
Cannon Corporation	INV 87264	02/27/2024	INV 87264 Sewer Master Plan	30-500-56000-7820-1	71,842.81
Vendor Cannon - Cannon Corporation Total:					73,736.81
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV #41B2191054 Cintas	02/13/2024	INV #41B2191054 Cintas	01-180-51800-0000-1	89.19
Cintas Corporation No.3	INV #41B2191054 Cintas	02/13/2024	INV #41B2191054 Cintas	20-200-51800-0000-1	9.69
Cintas Corporation No.3	INV #41B2191054 Cintas	02/13/2024	INV #41B2191054 Cintas	30-500-51800-0000-1	48.47
Cintas Corporation No.3	INV #41B2191054 Cintas	02/13/2024	INV #41B2191054 Cintas	32-510-51800-0000-1	46.53
Vendor Cintas - Cintas Corporation No.3 Total:					193.88
Vendor: CivicPlus - CivicPlus LLC					
CivicPlus LLC	INV 287687	02/13/2024	INV 287687 Civic Clerk Annual...	01-111-52200-0000-1	5,035.80
Vendor CivicPlus - CivicPlus LLC Total:					5,035.80
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV U298293	02/21/2024	INV U298293 Safety Equipmen...	30-500-56800-0000-1	254.39
Core & Main LP	INV U236726	02/21/2024	INV U236726 METER SUPPLIES	32-510-57400-0000-1	1,205.56
Core & Main LP	INV T546278	02/27/2024	INV T546278 Water Meter	32-510-57400-0000-1	15,155.00
Core & Main LP	INV U237687	02/27/2024	INV U237687 WATER METERS	32-510-57400-0000-1	3,139.25
Vendor Core & Main LP - Core & Main LP Total:					19,754.20
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	Receipt 91800313 INV 37818 ...	02/13/2024	Receipt 91800313 INV 37818 ...	01-180-56000-0000-1	103.19
County of Kern Public Works	Receipt 91809696 INV37818 ...	02/13/2024	Receipt 91809696 INV37818 ...	01-180-56000-0000-1	231.09

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
County of Kern Public Works	Receipt 91819431 INV 37818 ...	02/13/2024	Receipt 91819431 INV 37818 ...	01-180-56000-0000-1	115.55
Vendor KCPW - County of Kern Public Works Total:					449.83
Vendor: CSG Consultants, Inc - CSG Consultants, Inc.					
CSG Consultants, Inc.	INV 53788	02/27/2024	INV 53788 Bldg Services- Sept...	01-160-51400-0000-1	1,330.00
CSG Consultants, Inc.	INV B240092	02/27/2024	INV B240092 Building Plan Rev..	01-160-51400-0000-1	540.00
Vendor CSG Consultants, Inc - CSG Consultants, Inc. Total:					1,870.00
Vendor: D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK					
D/B/A USABBLUEBOOK	INV 00204105	02/13/2024	INV 00204105 Pocker Pro+ & ...	32-510-57400-0000-1	1,074.63
D/B/A USABBLUEBOOK	INV 00213435	02/13/2024	INV 00213435 Water Dept. Su...	32-510-57400-0000-1	1,152.70
D/B/A USABBLUEBOOK	INV 00260155	02/21/2024	INV 00260155 Metering Pump	32-510-57400-0000-1	836.53
D/B/A USABBLUEBOOK	INV 00148782	02/27/2024	INV 00148782 WWTP Equipm...	30-500-56410-0000-1	876.45
D/B/A USABBLUEBOOK	INV 00265895	02/27/2024	INV 00265895 Water Dept. Su...	32-510-57400-0000-1	407.36
Vendor D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK Total:					4,347.67
Vendor: Daniels Tire Service - Daniels Tire Service					
Daniels Tire Service	Inv. 240173813 2 Tires #49	02/13/2024	Inv. 240173813 2 Tires #49	01-155-56600-0000-1	345.13
Daniels Tire Service	Inv. 240174373	02/21/2024	Inv. 240174373 3 Tires #46	01-150-56600-0000-1	569.66
Vendor Daniels Tire Service - Daniels Tire Service Total:					914.79
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Serv...	INV 81950145	02/27/2024	INV 81950145 02/10/2024 50...	01-130-52200-0000-1	117.99
De Lage Landen Financial Serv...	INV 82050983	02/27/2024	INV 82050983 02/24/24 500-...	01-150-52200-0000-1	150.47
Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:					268.46
Vendor: De Lapide and Ass. I - De Lapide and Ass. Inc					
De Lapide and Ass. Inc	Inv No 2023-06-30-2	02/27/2024	Inv No 2023-06-30-2 Annexati...	01-140-56000-0000-1	5,000.00
Vendor De Lapide and Ass. I - De Lapide and Ass. Inc Total:					5,000.00
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	INV 23-01124	02/13/2024	INV 23-01124 Operations and...	32-510-56000-0000-1	1,911.85
Dee Jaspar & Associates, Inc	INV 23-01224	02/13/2024	INV 23-01224 Professional Ser...	32-510-52910-2308-1	9,135.50
Dee Jaspar & Associates, Inc	INV 24-00123	02/21/2024	INV 24-00123 123 TCP	32-510-52910-2308-1	10,939.15
Dee Jaspar & Associates, Inc	INV 24-00124	02/21/2024	INV 24-00124 Browning Trea...	32-510-52910-2308-1	597.56
Dee Jaspar & Associates, Inc	Inv No 24-00125	02/27/2024	Inv No 24-00125 - Tract 7214	01-140-56000-8150-1	377.50
Dee Jaspar & Associates, Inc	Inv No 24-0126	02/27/2024	Inv No 24-0126 - Tract 7393	01-140-56000-8472-1	528.50
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					23,490.06
Vendor: Delano Propane - Delano Propane					
Delano Propane	INV 028267	02/21/2024	INV 028267 11.13.23 Propane	01-180-56500-0000-1	87.44
Delano Propane	INV028688	02/21/2024	INV028688 STREETS PROPANE	01-180-56440-0000-1	100.86
Vendor Delano Propane - Delano Propane Total:					188.30
Vendor: Delano Veterinary - Delano Veterinary					
Delano Veterinary	Inv. 796	02/21/2024	Inv. 796 - Animal Care	01-155-51150-0000-1	271.57
Vendor Delano Veterinary - Delano Veterinary Total:					271.57
Vendor: DEL-TECH - DEL-TECH					
DEL-TECH	INV 6500	02/21/2024	INV 6500 1st Quarter 2024	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00
Vendor: EDD - EDD					
EDD	INV0026055	02/22/2024	State Income Tax Withholding	01-22200-0000-1	2,300.35
EDD	INV0026055	02/22/2024	State Income Tax Withholding	30-22200-0000-1	5.27
EDD	INV0026055	02/22/2024	State Income Tax Withholding	32-22200-0000-1	5.26
EDD	INV0026056	02/22/2024	SDI - State Disability Insurance	01-22200-0000-1	710.43
EDD	INV0026056	02/22/2024	SDI - State Disability Insurance	30-22200-0000-1	2.47
EDD	INV0026056	02/22/2024	SDI - State Disability Insurance	32-22200-0000-1	2.49
EDD	INV0026057	02/22/2024	State Unemployment Insuran...	01-22250-0000-1	346.90
EDD	INV0026057	02/22/2024	State Unemployment Insuran...	30-22250-0000-1	10.57
EDD	INV0026057	02/22/2024	State Unemployment Insuran...	32-22250-0000-1	10.59
EDD	INV0026058	02/22/2024	Employment Training Tax	01-22275-0000-1	7.37
EDD	INV0026058	02/22/2024	Employment Training Tax	30-22275-0000-1	0.22
EDD	INV0026058	02/22/2024	Employment Training Tax	32-22275-0000-1	0.24
EDD	INV0026086	02/22/2024	State Income Tax Withholding	01-22200-0000-1	908.00
EDD	INV0026086	02/22/2024	State Income Tax Withholding	20-22200-0000-1	3.61

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0026086	02/22/2024	State Income Tax Withholding	30-22200-0000-1	653.86
EDD	INV0026086	02/22/2024	State Income Tax Withholding	31-22200-0000-1	218.09
EDD	INV0026086	02/22/2024	State Income Tax Withholding	32-22200-0000-1	551.07
EDD	INV0026086	02/22/2024	State Income Tax Withholding	34-22200-0000-1	16.54
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	01-22200-0000-1	308.60
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	20-22200-0000-1	19.04
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	30-22200-0000-1	243.81
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	31-22200-0000-1	83.71
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	32-22200-0000-1	207.85
EDD	INV0026087	02/22/2024	SDI - State Disability Insurance	34-22200-0000-1	16.63
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	01-22250-0000-1	323.30
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	20-22250-0000-1	77.23
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	30-22250-0000-1	193.82
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	31-22250-0000-1	98.56
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	32-22250-0000-1	259.50
EDD	INV0026088	02/22/2024	State Unemployment Insuran...	34-22250-0000-1	71.03
EDD	INV0026089	02/22/2024	Employment Training Tax	01-22275-0000-1	6.87
EDD	INV0026089	02/22/2024	Employment Training Tax	20-22275-0000-1	1.64
EDD	INV0026089	02/22/2024	Employment Training Tax	30-22275-0000-1	4.11
EDD	INV0026089	02/22/2024	Employment Training Tax	31-22275-0000-1	2.10
EDD	INV0026089	02/22/2024	Employment Training Tax	32-22275-0000-1	5.54
EDD	INV0026089	02/22/2024	Employment Training Tax	34-22275-0000-1	1.51
EDD	INV0026092	02/22/2024	SDI - State Disability Insurance	01-22200-0000-1	6.03
Vendor EDD - EDD Total:					7,684.21

Vendor: Edison - Edison

Edison	Edison January 2024 Billing Per..02/13/2024	Late Fees	01-180-58050-0000-1	24.63
Edison	Edison January 2024 Billing Per..02/13/2024	700539630040	01-180-58100-0000-1	1,630.42
Edison	Edison January 2024 Billing Per..02/13/2024	700669486061	01-180-58100-0000-1	957.01
Edison	Edison January 2024 Billing Per..02/13/2024	700671762228	01-180-58100-0000-1	22.36
Edison	Edison January 2024 Billing Per..02/13/2024	700091551977	01-180-58100-0000-1	13.96
Edison	Edison January 2024 Billing Per..02/13/2024	700326486684	01-180-58100-0000-1	73.44
Edison	Edison January 2024 Billing Per..02/13/2024	700599695773	01-180-58100-0000-1	152.79
Edison	Edison January 2024 Billing Per..02/13/2024	700457158822	01-180-58100-0000-1	184.72
Edison	Edison January 2024 Billing Per..02/13/2024	700494850594	30-500-58000-0000-1	76.51
Edison	Edison January 2024 Billing Per..02/13/2024	700468456995	32-510-58000-0000-1	1,039.34
Edison	Edison January 2024 Billing Per..02/13/2024	Late Fees	32-510-58050-0000-1	24.64
Vendor Edison - Edison Total:				4,199.82

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	CM0000380	02/21/2024	Social Security	01-22100-0000-1	-24.80
Electronic Federal Tax Paymen...	CM0000381	02/21/2024	Medicare	01-22150-0000-1	-5.80
Electronic Federal Tax Paymen...	INV0026095	02/21/2024	Social Security	01-22100-0000-1	24.80
Electronic Federal Tax Paymen...	INV0026096	02/21/2024	Medicare	01-22150-0000-1	5.80
Electronic Federal Tax Paymen...	INV0026053	02/22/2024	Federal Income Tax Withholdi...	01-22050-0000-1	5,538.00
Electronic Federal Tax Paymen...	INV0026053	02/22/2024	Federal Income Tax Withholdi...	30-22050-0000-1	16.71
Electronic Federal Tax Paymen...	INV0026053	02/22/2024	Federal Income Tax Withholdi...	32-22050-0000-1	16.72
Electronic Federal Tax Paymen...	INV0026054	02/22/2024	Social Security	01-22100-0000-1	8,008.70
Electronic Federal Tax Paymen...	INV0026054	02/22/2024	Social Security	30-22100-0000-1	27.92
Electronic Federal Tax Paymen...	INV0026054	02/22/2024	Social Security	32-22100-0000-1	27.90
Electronic Federal Tax Paymen...	INV0026059	02/22/2024	Medicare	01-22150-0000-1	1,872.94
Electronic Federal Tax Paymen...	INV0026059	02/22/2024	Medicare	30-22150-0000-1	6.52
Electronic Federal Tax Paymen...	INV0026059	02/22/2024	Medicare	32-22150-0000-1	6.54
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,204.29
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	20-22050-0000-1	11.13
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	30-22050-0000-1	1,498.85
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	31-22050-0000-1	414.87
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	32-22050-0000-1	1,010.52
Electronic Federal Tax Paymen...	INV0026084	02/22/2024	Federal Income Tax Withholdi...	34-22050-0000-1	66.86
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	01-22100-0000-1	3,478.38
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	20-22100-0000-1	214.72
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	30-22100-0000-1	2,748.06

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	31-22100-0000-1	943.50
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	32-22100-0000-1	2,343.94
Electronic Federal Tax Paymen...	INV0026085	02/22/2024	Social Security	34-22100-0000-1	187.42
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	01-22150-0000-1	813.52
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	20-22150-0000-1	50.22
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	30-22150-0000-1	642.70
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	31-22150-0000-1	220.70
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	32-22150-0000-1	548.06
Electronic Federal Tax Paymen...	INV0026090	02/22/2024	Medicare	34-22150-0000-1	43.84
Electronic Federal Tax Paymen...	INV0026091	02/22/2024	Social Security	01-22100-0000-1	68.02
Electronic Federal Tax Paymen...	INV0026093	02/22/2024	Medicare	01-22150-0000-1	15.90
Vendor EFTPS - Electronic Federal Tax Payment System Total:					33,047.45

Vendor: flockgroup - Flock Group Inc

Flock Group Inc	INV-31020	02/21/2024	INV-31020 - Twenty Flock Ca...	01-150-52950-2319-1	50,000.00
Flock Group Inc	INV-31020	02/21/2024	INV-31020 - Professional Servi...	01-150-56000-0000-1	4,000.00
Vendor flockgroup - Flock Group Inc Total:					54,000.00

Vendor: FRANZEN-HILL CORP. - FRANZEN-HILL CORP.

FRANZEN-HILL CORP.	INV 1388	02/27/2024	INV 1388 Fuel Island Repair	01-150-56410-0000-1	750.00
FRANZEN-HILL CORP.	INV 1388	02/27/2024	INV 1388 Fuel Island Repair	01-180-56410-0000-1	750.00
FRANZEN-HILL CORP.	INV 1388	02/27/2024	INV 1388 Fuel Island Repair	30-500-56410-0000-1	750.00
FRANZEN-HILL CORP.	INV 1388	02/27/2024	INV 1388 Fuel Island Repair	32-510-56410-0000-1	750.00
Vendor FRANZEN-HILL CORP. - FRANZEN-HILL CORP. Total:					3,000.00

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	Frontier Feb 2024 661792016...	02/13/2024	Frontier Feb 2024 661792016...	01-150-57800-0000-1	251.17
Frontier California Inc.	Frontier February 24 6617923...	02/13/2024	Frontier February 24 6617923...	30-500-57800-0000-1	225.16
Vendor Frontier - Frontier California Inc. Total:					476.33

Vendor: gotocom - GoTo Communications Inc

GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-105-57800-0000-1	8.61
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-110-57800-0000-1	26.92
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-115-57800-0000-1	30.15
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-140-57800-0000-1	30.15
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-155-57800-0000-1	8.61
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-160-57800-0000-1	8.61
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-175-57800-0000-1	30.15
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	01-180-57800-0000-1	36.00
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	20-200-57800-0000-1	0.65
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	30-500-57800-0000-1	153.53
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	31-505-57800-0000-1	63.52
GoTo Communications Inc	IN7102628598	02/13/2024	IN7102628598 GoTo Monthly...	32-510-57800-0000-1	421.37
Vendor gotocom - GoTo Communications Inc Total:					818.27

Vendor: Grainger - Grainger

Grainger	INV1399 WATER SUPPLIES	02/13/2024	INV1399 WATER SUPPLIES	32-510-57400-0000-1	67.04
Grainger	INV 9927752973	02/21/2024	INV 9927752973 Water Maint...	32-510-56410-0000-1	803.15
Grainger	INV 9933049430	02/21/2024	INV 9933049430 Streets Vehic...	01-180-56600-0000-1	259.26
Grainger	INV 9967130734	02/21/2024	INV 9967130734 VH Mainten...	01-185-56400-0000-1	187.64
Grainger	INV 9967130742	02/21/2024	INV 9967130742 VH Mainten...	01-185-56400-0000-1	259.05
Vendor Grainger - Grainger Total:					1,576.14

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV #839906 2 Gallon Gas Can	02/13/2024	INV #839906 2 Gallon Gas Can	20-200-57400-0000-1	24.89
Granite Auto Parts Inc	INV 839790 Cable Tie	02/13/2024	INV 839790 Cable Tie	30-500-57400-0000-1	86.52
Granite Auto Parts Inc	INV 839859 Primer Bulb STR C...	02/13/2024	INV 839859 Primer Bulb STR C...	20-200-57400-0000-1	8.17
Granite Auto Parts Inc	INV 839893 WWTP Repair and...	02/13/2024	INV 839893 WWTP Repair and...	30-500-56600-0000-1	93.01
Granite Auto Parts Inc	Inv. 839230 Animal Shelter Op...	02/13/2024	Inv. 839230 Animal Shelter Op...	01-155-57400-0000-1	39.55
Granite Auto Parts Inc	INV838289 CITY HALL SUPPLIES	02/13/2024	INV838289 CITY HALL SUPPLIES	01-185-56400-0000-1	6.48
Granite Auto Parts Inc	INV 840268	02/21/2024	INV 840268 Water Dept. Repa...	32-510-56600-0000-1	103.25
Granite Auto Parts Inc	INV 840270	02/21/2024	INV 840270 Water Dept. Repa...	32-510-56600-0000-1	76.50
Granite Auto Parts Inc	INV 840137	02/27/2024	INV 840137 Supplies	20-200-57400-0000-1	92.93
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					531.30

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Haaker Equipment Co. - Haaker Equipment Co.					
Haaker Equipment Co.	INV C5A140 Repair and Maint...	02/13/2024	INV C5A140 Repair and Maint...	30-500-56410-0000-1	722.58
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					722.58
Vendor: Herc Rentals Inc - Herc Rentals Inc					
Herc Rentals Inc	INV 33906627-002 Trailer Vac...	02/13/2024	INV 33906627-002 Trailer Vac...	30-500-53800-0000-1	830.10
Vendor Herc Rentals Inc - Herc Rentals Inc Total:					830.10
Vendor: Home Depot - Home Depot					
Home Depot	INV26213 VH SUPPLIES	02/13/2024	INV26213 VH SUPPLIES	01-185-56400-0000-1	37.78
Home Depot	INV52327	02/13/2024	INV52327 SUPPLIES VH	01-185-56400-0000-1	192.08
Home Depot	INV54620 VH SUPPLIES	02/13/2024	INV54620 VH SUPPLIES	01-185-56400-0000-1	17.64
Home Depot	INV58167 VH SUPPLIES	02/13/2024	INV58167 VH SUPPLIES	01-185-56400-0000-1	124.05
Home Depot	INV86160 VH SUPPLIES	02/13/2024	INV86160 VH SUPPLIES	01-185-56400-0000-1	372.14
Home Depot	Receipt #8426 00097 27546 ...	02/13/2024	Receipt #8426 00097 27546 ...	30-500-57400-0000-1	853.45
Home Depot	Auth Code 019433/9533245	02/21/2024	Auth Code 019433/9533245 -...	01-155-57400-0000-1	165.17
Home Depot	INVH8426-154387	02/21/2024	INVH8426-154387 CHRISTMAS..	01-185-56400-0000-1	386.65
Vendor Home Depot - Home Depot Total:					2,148.96
Vendor: INFOSEND, INC - INFOSEND, INC					
INFOSEND, INC	INV 256874	02/13/2024	INV 256874 Postage Deposit 2...	30-500-55600-0000-1	998.00
INFOSEND, INC	INV 256874	02/13/2024	INV 256874 Postage Deposit 2...	31-505-55600-0000-1	995.00
INFOSEND, INC	INV 256874	02/13/2024	INV 256874 Postage Deposit 2...	32-510-55600-0000-1	995.00
Vendor INFOSEND, INC - INFOSEND, INC Total:					2,988.00
Vendor: Interwest Consulting - Interwest Consulting Group, Inc					
Interwest Consulting Group, I...	INV 181366	02/13/2024	INV 181366 Plan Review Servi...	01-160-51400-0000-1	180.00
Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:					180.00
Vendor: Jefferies Bros. - Jefferies Bros.					
Jefferies Bros.	INV #138121 Turbine Oil	02/13/2024	INV #138121 Turbine Oil	32-510-56000-0000-1	225.06
Vendor Jefferies Bros. - Jefferies Bros. Total:					225.06
Vendor: Jenny Esparza - Jenny Esparza					
Jenny Esparza	INV0026097	02/21/2024	Mileage Recorders Office-Rele...	01-115-54000-0000-1	33.80
Vendor Jenny Esparza - Jenny Esparza Total:					33.80
Vendor: LOP125 - Jessica Lopez					
Jessica Lopez	INV0026028	02/15/2024	Jessica Lopez - M&IE Property...	01-150-52000-0000-1	185.00
Vendor LOP125 - Jessica Lopez Total:					185.00
Vendor: John Hancock - John Hancock					
John Hancock	CM0000379	02/21/2024	401K Contribution	01-20800-0000-1	-400.00
John Hancock	INV0026094	02/21/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0026036	02/22/2024	401K - Employer	01-20800-0000-1	3,543.66
John Hancock	INV0026036	02/22/2024	401K - Employer	30-20800-0000-1	22.20
John Hancock	INV0026036	02/22/2024	401K - Employer	32-20800-0000-1	22.21
John Hancock	INV0026037	02/22/2024	401K - Employee	01-20800-0000-1	2,417.61
John Hancock	INV0026043	02/22/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0026044	02/22/2024	401K Loan 1	01-20800-0000-1	117.75
John Hancock	INV0026045	02/22/2024	401k Contribution	01-20800-0000-1	306.37
John Hancock	INV0026046	02/22/2024	401k Contribution	01-20800-0000-1	347.28
John Hancock	INV0026047	02/22/2024	401k Contribution	01-20800-0000-1	297.28
John Hancock	INV0026048	02/22/2024	401k Contribution	01-20800-0000-1	260.48
John Hancock	INV0026049	02/22/2024	401k Contribution	01-20800-0000-1	603.55
John Hancock	INV0026050	02/22/2024	401k Contribution	01-20800-0000-1	297.28
John Hancock	INV0026051	02/22/2024	401k Contribution	01-20800-0000-1	264.48
John Hancock	INV0026060	02/22/2024	401K - Employer	01-20800-0000-1	1,512.85
John Hancock	INV0026060	02/22/2024	401K - Employer	30-20800-0000-1	1,698.89
John Hancock	INV0026060	02/22/2024	401K - Employer	31-20800-0000-1	644.77
John Hancock	INV0026060	02/22/2024	401K - Employer	32-20800-0000-1	1,375.25
John Hancock	INV0026061	02/22/2024	401K - Employee	01-20800-0000-1	312.14
John Hancock	INV0026061	02/22/2024	401K - Employee	20-20800-0000-1	98.60
John Hancock	INV0026061	02/22/2024	401K - Employee	30-20800-0000-1	388.11
John Hancock	INV0026061	02/22/2024	401K - Employee	31-20800-0000-1	208.71
John Hancock	INV0026061	02/22/2024	401K - Employee	32-20800-0000-1	537.06

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0026061	02/22/2024	401K - Employee	34-20800-0000-1	120.91
John Hancock	INV0026062	02/22/2024	401K - Employer	20-20800-0000-1	141.76
John Hancock	INV0026069	02/22/2024	401K Loan 2	01-20800-0000-1	39.79
John Hancock	INV0026069	02/22/2024	401K Loan 2	30-20800-0000-1	119.36
John Hancock	INV0026069	02/22/2024	401K Loan 2	31-20800-0000-1	119.36
John Hancock	INV0026069	02/22/2024	401K Loan 2	32-20800-0000-1	119.33
John Hancock	INV0026070	02/22/2024	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0026070	02/22/2024	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0026070	02/22/2024	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0026071	02/22/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0026072	02/22/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0026073	02/22/2024	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0026073	02/22/2024	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0026074	02/22/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0026074	02/22/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0026075	02/22/2024	401k Contribution	32-20800-0000-1	245.36
John Hancock	INV0026076	02/22/2024	401k Contribution	01-20800-0000-1	486.48
John Hancock	INV0026077	02/22/2024	401k Contribution	01-20800-0000-1	219.92
John Hancock	INV0026077	02/22/2024	401k Contribution	20-20800-0000-1	6.80
John Hancock	INV0026078	02/22/2024	401k Contribution	34-20800-0000-1	151.14
John Hancock	INV0026079	02/22/2024	401k Contribution	01-20800-0000-1	330.04
John Hancock	INV0026080	02/22/2024	401k Contribution	01-20800-0000-1	446.16
John Hancock	INV0026080	02/22/2024	401k Contribution	30-20800-0000-1	178.46
John Hancock	INV0026080	02/22/2024	401k Contribution	31-20800-0000-1	89.23
John Hancock	INV0026080	02/22/2024	401k Contribution	32-20800-0000-1	178.46
Vendor John Hancock - John Hancock Total:					18,794.57

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

Jorge's Smog & Repai	Inv. 018467	02/13/2024	Inv. 018467 Radiator Fan Ass...	01-150-56600-0000-1	392.38
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					392.38

Vendor: J's Plumbing, LLC. - J's Plumbing

J's Plumbing	Inv 1006	02/21/2024	Inv 1006 Animal Shelter - Sew...	01-155-56400-0000-1	150.00
J's Plumbing	INV1054	02/21/2024	INV1054 CURB STOPS REPLAC...	32-510-56000-0000-1	1,775.30
Vendor J's Plumbing, LLC. - J's Plumbing Total:					1,925.30

Vendor: EST150 - Juan Estrada

Juan Estrada	INV0026021	02/13/2024	Juan Estrada - M&IE Patrol Rif...	01-150-52010-0000-1	259.00
Vendor EST150 - Juan Estrada Total:					259.00

Vendor: K.C. Waste - K.C. Waste

K.C. Waste	INV0026025	02/13/2024	December 2023 Gate Fee	31-505-52800-0000-1	5,345.34
K.C. Waste	INV0026026	02/13/2024	January 2024 Gate Fee	31-505-52800-0000-1	5,345.34
Vendor K.C. Waste - K.C. Waste Total:					10,690.68

Vendor: ALB100-1 - Karissa Alberto

Karissa Alberto	INV0026029	02/15/2024	Karissa Alberto- M&IE Propert...	01-150-52000-0000-1	185.00
Vendor ALB100-1 - Karissa Alberto Total:					185.00

Vendor: Kenneth Muller - Kenneth Muller

Kenneth Muller	INV0026022	02/13/2024	Kenneth Muller - M&IE Patrol ...	01-150-52010-0000-1	259.00
Vendor Kenneth Muller - Kenneth Muller Total:					259.00

Vendor: Kenneth - Kenneth Williams

Kenneth Williams	INV0026156	02/27/2024	2017 Ford Fusion Fuel	01-110-54000-0000-1	30.00
Vendor Kenneth - Kenneth Williams Total:					30.00

Vendor: Kern County Forensic - Kern County Forensic Services, LLC

Kern County Forensic Services,...	Inv. 2415 Case #24-00050 (01...	02/13/2024	Inv. 2415 Case #24-00050 (01...	01-150-56000-0000-1	1,500.00
Vendor Kern County Forensic - Kern County Forensic Services, LLC Total:					1,500.00

Vendor: Kern County Recorder - Kern County Recorder

Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	30-500-55800-0000-1	6.66
Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	31-505-55800-0000-1	6.66
Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	32-510-55800-0000-1	6.68
Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	30-500-55800-0000-1	6.66

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	31-505-55800-0000-1	6.66
Kern County Recorder	Release of Lien- 601 24th St F...	02/12/2024	Release of Lien- 601 24th St F...	32-510-55800-0000-1	6.68
Kern County Recorder	Release of Lien- 601 24th St F...	02/13/2024	Release of Lien- 601 24th St F...	30-500-55800-0000-1	6.66
Kern County Recorder	Release of Lien- 601 24th St F...	02/13/2024	Release of Lien- 601 24th St F...	31-505-55800-0000-1	6.66
Kern County Recorder	Release of Lien- 601 24th St F...	02/13/2024	Release of Lien- 601 24th St F...	32-510-55800-0000-1	6.68
Vendor Kern County Recorder - Kern County Recorder Total:					60.00
Vendor: Mariana Sanchez - Mariana Sanchez					
Mariana Sanchez	INV0026098	02/22/2024	02/08/2024 Council Meeting T...	01-105-52200-0000-1	300.00
Vendor Mariana Sanchez - Mariana Sanchez Total:					300.00
Vendor: Matthew Dewar - Matthew Dewar					
Matthew Dewar	INV0026027	02/15/2024	Matthew Dewar - M&IE Prope...	01-150-52000-0000-1	185.00
Vendor Matthew Dewar - Matthew Dewar Total:					185.00
Vendor: Matthew James M - Matthew James Munro					
Matthew James Munro	INV#2024	03/01/2024	INV#2024 Service/Install Live S...	01-130-56000-0000-1	2,000.00
Vendor Matthew James M - Matthew James Munro Total:					2,000.00
Vendor: RECREATION & PARK - McFarland Recreation & Park					
McFarland Recreation & Park	INV0026099	02/22/2024	No: VD-1348 Design of Lions P...	15-170-41480-0000-1	46,500.00
Vendor RECREATION & PARK - McFarland Recreation & Park Total:					46,500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV31335	02/21/2024	INV31335 EQUIPMENT MAINT	01-180-56430-0000-1	55.00
McFarland Tire	INV32671	02/21/2024	INV32671 WATER VEHICLE MA...	32-510-56600-0000-1	660.00
Vendor McFarland Tire - McFarland Tire Total:					715.00
Vendor: Mission Linen Supply - Mission Linen Supply					
Mission Linen Supply	INV 520234980	02/13/2024	INV 520234980 Council Mem...	01-105-51800-0000-1	128.70
Mission Linen Supply	INV 520252504	02/13/2024	INV 520252504 Finance Dept ...	01-115-51800-0000-1	216.90
Mission Linen Supply	INV 520252504	02/13/2024	Late Charge	01-115-55200-0000-1	3.41
Vendor Mission Linen Supply - Mission Linen Supply Total:					349.01
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	Inv. I-6211-1	02/27/2024	Inv. I-6211-1 Compressor - An...	01-155-56400-0000-1	3,800.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					3,800.00
Vendor: North Kern Water - North Kern Water Storage District					
North Kern Water Storage Dist...	INV 15746 Fee	02/21/2024	INV 15746 Fee	30-500-53250-0000-1	2,691.84
Vendor North Kern Water - North Kern Water Storage District Total:					2,691.84
Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.					
Nutrien Ag Solutions, Inc.	INV 51620403	02/27/2024	INV 51620403 Water Meter	32-510-57400-0000-1	530.97
Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:					530.97
Vendor: Office Depot - Office Depot					
Office Depot	Inv. 346126133001	02/13/2024	Inv. 346126133001 CM Office ...	01-110-57200-0000-1	6.05
Office Depot	Inv. 346126133001	02/13/2024	Inv. 346126133001 HR Office ...	01-112-57200-0000-1	6.05
Office Depot	Inv. 346126133001	02/13/2024	Inv. 346126133001 Fin Office ...	01-115-57200-0000-1	42.35
Office Depot	Inv. 346126133001	02/13/2024	Inv. 346126133001 PD Office ...	01-150-57200-0000-1	97.19
Office Depot	Inv. 346126133001	02/13/2024	Inv. 346126133001 CD Office ...	01-160-57200-0000-1	6.05
Office Depot	Inv. 355619383001	02/21/2024	Inv. 355619383001 Office Sup...	01-155-57200-0000-1	99.36
Vendor Office Depot - Office Depot Total:					257.05
Vendor: P & J Electric - P & J Electric					
P & J Electric	INV 8711 Electrician and Mat...	02/13/2024	INV 8711 Electrician and Mat...	30-500-56000-7820-1	749.28
Vendor P & J Electric - P & J Electric Total:					749.28
Vendor: Pace Analytical Serv - Pace Analytical Services, LLC					
Pace Analytical Services, LLC	INV B476981 Bacteriological	02/13/2024	INV B476981 Bacteriological	32-510-58200-0000-1	118.90
Pace Analytical Services, LLC	INV B477018 Drinking Water- ...	02/13/2024	INV B477018 Drinking Water- ...	32-510-58200-0000-1	86.80
Pace Analytical Services, LLC	INV B478118 Backflow GEO + ...	02/13/2024	INV B478118 Backflow GEO + ...	32-510-58200-0000-1	149.80
Pace Analytical Services, LLC	INV B478892 Drinking Water- ...	02/13/2024	INV B478892 Drinking Water- ...	32-510-58200-0000-1	992.60
Pace Analytical Services, LLC	INV B479363 Bacteriological	02/13/2024	INV B479363 Bacteriological	32-510-58200-0000-1	449.00
Pace Analytical Services, LLC	INV B480044 Bacteriological	02/13/2024	INV B480044 Bacteriological	32-510-58200-0000-1	873.00
Pace Analytical Services, LLC	INV B480543 Water Dept. Test	02/13/2024	INV B480543 Water Dept. Test	32-510-58200-0000-1	218.20
Pace Analytical Services, LLC	INV B480610 Bacteriological	02/13/2024	INV B480610 Bacteriological	32-510-58200-0000-1	449.00

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pace Analytical Services, LLC	INV B480781 Bacteriological	02/13/2024	INV B480781 Bacteriological	32-510-58200-0000-1	449.00
Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:					3,786.30
Vendor: Penn Credit Corp - Penn Credit Corporation					
Penn Credit Corporation	LW-1038851	02/27/2024	LW-1038851 Water System A...	32-510-53250-0000-1	9,899.26
Vendor Penn Credit Corp - Penn Credit Corporation Total:					9,899.26
Vendor: Quad Knopf - Quad Knopf					
Quad Knopf	INV 121738	02/13/2024	INV 121738 McF Comm. Gard ...	25-000-52960-8425-1	272.00
Quad Knopf	Inv No 121372	02/27/2024	Inv No 121372 - Tract 7393 Ph...	01-140-56000-8472-1	2,816.20
Vendor Quad Knopf - Quad Knopf Total:					3,088.20
Vendor: Raul Martinez - Raul Martinez					
Raul Martinez	INV 36 Block Wall	02/21/2024	INV 36 Block Wall	25-000-52910-0000-1	5,000.00
Vendor Raul Martinez - Raul Martinez Total:					5,000.00
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	INV SC71977	02/13/2024	INV SC71977 Water Dept. Sup...	32-510-57400-0000-1	28.17
Rexel USA Supply	INV SC76290 Water Dept Serv...	02/13/2024	INV SC76290 Water Dept Serv...	32-510-57400-0000-1	7.60
Rexel USA Supply	INV SC78536 Street Dept. Serv...	02/13/2024	INV SC78536 Street Dept. Serv...	01-180-57400-0000-1	7.19
Rexel USA Supply	INV SC80347 Street Dept. Serv...	02/13/2024	INV SC80347 Street Dept. Serv...	01-180-57400-0000-1	13.35
Rexel USA Supply	INV4U53808 WASTEWATER S...	02/13/2024	INV4U53808 WASTEWATER S...	30-500-56410-0000-1	332.32
Rexel USA Supply	INV4U68678	02/13/2024	INV4U68678 WASTEWATER S...	30-500-56410-0000-1	329.30
Rexel USA Supply	INV4U70360	02/13/2024	INV4U70360 WASTEWATER S...	30-500-56410-0000-1	115.36
Rexel USA Supply	INV4V02239	02/13/2024	INV4V02239 HALLS SUPPLIES	01-185-56400-0000-1	150.21
Rexel USA Supply	INV4V12251	02/13/2024	INV4V12251 VH SUPPLIES	01-185-56400-0000-1	127.01
Rexel USA Supply	INV 4I17817	02/21/2024	INV 4I17817 Streets Supplies	01-180-57400-0000-1	130.46
Rexel USA Supply	INV 4I17841	02/21/2024	INV 4I17841 Streets Supplies	01-180-57400-0000-1	130.36
Rexel USA Supply	INV 4L03313	02/21/2024	INV 4L03313 Streets Supplies	01-180-57400-0000-1	218.21
Vendor PLATT - Rexel USA Supply Total:					1,589.54
Vendor: 661 Communications - Rodger C Goodman JR					
Rodger C Goodman JR	INV 1844	02/27/2024	INV 1844 Honda Maintenance	01-165-56600-0000-1	421.19
Vendor 661 Communications - Rodger C Goodman JR Total:					421.19
Vendor: Safelite Autoglass - Safelite Autoglass					
Safelite Autoglass	WO# 546229	02/21/2024	WO# 546229 Glass Repair to ...	01-150-56600-0000-1	592.77
Vendor Safelite Autoglass - Safelite Autoglass Total:					592.77
Vendor: San Joaquin Paint - San Joaquin Paint					
San Joaquin Paint	INV130803	02/21/2024	INV130803 CITY HALL SUPPLIES	01-190-56400-0000-1	2,068.86
Vendor San Joaquin Paint - San Joaquin Paint Total:					2,068.86
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	INV51847	02/21/2024	INV51847 MONTHLY RADIO D...	01-180-57800-0000-1	210.00
Vendor SC SITES Services - SC SITES Services Total:					210.00
Vendor: Serda's Plumbing - Serda's Plumbing					
Serda's Plumbing	Inv 306188	02/21/2024	Inv 306188 Animal Shelter Ke...	01-155-56400-0000-1	391.40
Vendor Serda's Plumbing - Serda's Plumbing Total:					391.40
Vendor: The Gas Co. - SoCalGas					
SoCalGas	January 2024 So Cal Gas City ...	02/13/2024	January 2024 So Cal Gas City ...	01-190-58000-0000-1	137.59
Vendor The Gas Co. - SoCalGas Total:					137.59
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV 31881727	02/13/2024	INV 31881727 January 2024 ...	30-500-58000-0000-1	8,516.00
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					8,516.00
Vendor: Spectrum - Spectrum					
Spectrum	INV 119560501020124	02/13/2024	Spectrum February Monthly I...	01-130-54800-0000-1	1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00
Vendor: State Controller - State Controller					
State Controller	FAUD-00004169	02/27/2024	FAUD-00004169 Annual Street..	01-130-56000-0000-1	2,547.33
Vendor State Controller - State Controller Total:					2,547.33

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CALTRANS - State of California Department of Transportation					
State of California Department..	INV SL240182	02/27/2024	INV SL240182 Signals and Ligh...	20-200-58100-0000-1	54.37
Vendor CALTRANS - State of California Department of Transportation Total:					54.37
Vendor: S.W.R.C.B - State Water Resources Control Board					
State Water Resources Control..	LW-1043632	02/27/2024	LW-1043632 Water Systems ...	32-510-53250-0000-1	9,482.66
Vendor S.W.R.C.B - State Water Resources Control Board Total:					9,482.66
Vendor: Sun Ridge Systems, - Sun Ridge Systems, Inc					
Sun Ridge Systems, Inc	Inv. 8018	02/21/2024	Inv. 8018 2024-2025 Annual ...	01-150-54800-0000-1	26,216.00
Vendor Sun Ridge Systems, - Sun Ridge Systems, Inc Total:					26,216.00
Vendor: SunRise - SunRise					
SunRise	INV143327	02/13/2024	INV143327	01-180-56440-0000-1	1,210.59
Vendor SunRise - SunRise Total:					1,210.59
Vendor: tmobile - T Mobile USA Inc					
T Mobile USA Inc	Acct992748243 Service 12/21...	02/13/2024	Acct# 992748243 - City Mana...	01-110-57800-0000-1	39.94
T Mobile USA Inc	Acct992748243 Service 12/21...	02/13/2024	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,369.95
T Mobile USA Inc	Acct992748243 Service 12/21...	02/13/2024	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	100.04
Vendor tmobile - T Mobile USA Inc Total:					1,509.93
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1713	02/13/2024	INV 1713 Pest Service	01-180-56000-0000-1	389.96
Torpedo Pest Control	INV 1713	02/13/2024	INV 1713 Pest Service	30-500-56000-7820-1	390.08
Torpedo Pest Control	INV 1713	02/13/2024	INV 1713 Pest Service	32-510-56000-0000-1	389.96
Vendor Torpedo - Torpedo Pest Control Total:					1,170.00
Vendor: Triple Crown Fence - Triple Crown Fence Co., Inc.					
Triple Crown Fence Co., Inc.	INV 2362	02/21/2024	INV 2362 Elmo Basin	25-000-52960-2307-1	10,454.00
Vendor Triple Crown Fence - Triple Crown Fence Co., Inc. Total:					10,454.00
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	INV 025-454773	02/27/2024	INV 025-454773 Tyler Annual ...	01-310-54800-0000-1	53,973.00
Vendor Tyler Technologies - Tyler Technologies Total:					53,973.00
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	Inv 3989696 Contract Services ..	02/13/2024	Inv 3989696 Contract Services ..	01-150-52200-0000-1	88.73
Ultrex Business	Inv 3999601	02/21/2024	Inv 3999601 CN29305-01 (Squ...	01-150-52200-0000-1	104.25
Vendor Ultrex Business - Ultrex Business Total:					192.98
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrex Management Services L...	Inv 3999021	02/27/2024	Inv 3999021 CN33785-01 (CM...	01-130-52200-0000-1	339.57
Vendor ultrex management - Ultrex Management Services LLC Total:					339.57
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV01902406	02/13/2024	INV01902406 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV01902406	02/13/2024	INV01902406 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.	January 2024	02/15/2024	Garbage Monthly Fees	01-100-41300-0000-1	-3,714.41
USA Waste of California, Inc.	January 2024	02/15/2024	Organic Monthly Fees	01-100-41300-0000-1	-1,001.46
USA Waste of California, Inc.	January 2024	02/15/2024	Recycling Monthly Fees	01-100-41300-0000-1	-223.20
USA Waste of California, Inc.	January 2024	02/15/2024	Organic Monthly Fees	31-505-52400-0000-1	10,014.61
USA Waste of California, Inc.	January 2024	02/15/2024	Garbage Monthly Fees	31-505-52500-0000-1	74,288.19
USA Waste of California, Inc.	January 2024	02/15/2024	Recycling Monthly Fees	31-505-52500-0000-1	2,231.98
Vendor USA Waste of Califor - USA Waste of California, Inc. Total:					81,595.71
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	01-105-57800-0000-1	214.55
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	01-115-57800-0000-1	12.57
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	01-140-57800-0000-1	25.15
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	01-160-57800-0000-1	8.38
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	01-165-57800-0000-1	8.38
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	30-500-57800-0000-1	12.57
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	31-505-57800-0000-1	12.57

Expense Approval Report

Payment Dates: 2/10/2024 - 3/1/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Verizon - Police Dep	INV 9956569714	02/27/2024	INV 9956569714 Jan 24 Police...	32-510-57800-0000-1	4.20
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					298.37
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	INV0026023	02/13/2024	Inv. 00539537-00 O. Velo	01-150-56000-0000-1	130.00
Vernon C. Sorenson	INV0026024	02/13/2024	Inv. 00539729-00 O. Velo	01-150-56000-0000-1	65.00
Vernon C. Sorenson	Inv. 00540166-00	02/21/2024	Inv. 00540166-00 A. Calderon	01-150-56000-0000-1	652.00
Vernon C. Sorenson	Inv. 00540166-00	02/21/2024	Inv. 00540166-00 M. Hightow...	32-510-56000-0000-1	215.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					1,062.00
Vendor: Work Force Services - Work Force Services Inc					
Work Force Services Inc	INV 16056	02/21/2024	INV 16056 WFS 09.15.23	32-510-52200-0000-1	2,499.26
Work Force Services Inc	INV 16101	02/21/2024	INV 16101 WFS 09.29.23	32-510-52200-0000-1	2,486.18
Work Force Services Inc	INV 16127	02/21/2024	INV 16127 WFS 10.06.23	32-510-52200-0000-1	2,090.36
Work Force Services Inc	INV 16177	02/21/2024	INV 16177 WFS 10.20.23	32-510-52200-0000-1	1,792.72
Work Force Services Inc	INV 15970	02/27/2024	INV 15970 WFS 08.18.23	32-510-52200-0000-1	6,235.07
Work Force Services Inc	INV 16150	02/27/2024	INV 16150 WFS 10.13.23	32-510-52200-0000-1	2,656.30
Vendor Work Force Services - Work Force Services Inc Total:					17,759.89
Grand Total:					811,086.25

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	253,500.61
15 - DEVELOPMENT IMPACTS	46,500.00
20 - LIGHTING & LANDSCAPING-DISTRICT 1	821.53
25 - CAPITAL IMPROVEMENTS PROJECTS	31,287.00
30 - SEWER	104,932.89
31 - REFUSE/RECYCLING	101,427.42
32 - WATER	271,490.96
34 - PUBLIC TRANSPORTATION	1,125.84
Grand Total:	811,086.25

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-4,939.07
01-105-51800-0000-1	Clothing Allowance	128.70
01-105-52200-0000-1	Contract Services	300.00
01-105-57800-0000-1	Telephone & Communic...	243.51
01-110-54000-0000-1	Fuel	30.00
01-110-57200-0000-1	Supplies - Office	6.05
01-110-57800-0000-1	Telephone & Communic...	94.58
01-111-52200-0000-1	Contract Services	5,035.80
01-112-57200-0000-1	Supplies - Office	6.05
01-115-51800-0000-1	Clothing Allowance	216.90
01-115-54000-0000-1	Fuel	33.80
01-115-55200-0000-1	Miscellaneous	3.41
01-115-57200-0000-1	Supplies - Office	42.35
01-115-57800-0000-1	Telephone & Communic...	90.04
01-130-52200-0000-1	Contract Services	457.56
01-130-54800-0000-1	Maintenance Agreements	1,190.00
01-130-56000-0000-1	Professional Services - O...	4,547.33
01-140-41400-2409-1	Planning & Engineering -...	120.00
01-140-56000-0000-1	Professional Services - O...	19,180.00
01-140-56000-8150-1	Professional Services - T...	377.50
01-140-56000-8472-1	Professional Services - In...	6,739.70
01-140-57800-0000-1	Telephone & Communic...	66.74
01-150-52000-0000-1	Conferences/Meetings/T...	555.00
01-150-52010-0000-1	Conference/Meeting/Tr...	777.00
01-150-52200-0000-1	Contract Services	384.85
01-150-52950-2319-1	Equipment - Other (Capi...	50,000.00
01-150-54800-0000-1	Maintenance Agreements	26,216.00
01-150-56000-0000-1	Professional Services - O...	12,347.00
01-150-56410-0000-1	Repairs & Maintenance ...	750.00
01-150-56600-0000-1	Repairs & Maintenance -...	1,645.56
01-150-57200-0000-1	Supplies - Office	97.19
01-150-57400-0000-1	Supplies - Operating	3,438.55
01-150-57800-0000-1	Telephone & Communic...	1,621.12
01-155-51150-0000-1	Dog Clinic	448.57
01-155-56400-0000-1	Repairs & Maint - Build &..	4,341.40
01-155-56600-0000-1	Repairs & Maintenance -...	345.13
01-155-57200-0000-1	Supplies - Office	99.36
01-155-57400-0000-1	Supplies - Operating	204.72
01-155-57800-0000-1	Telephone & Communic...	265.08
01-160-51400-0000-1	Building Plan Check/Ins...	5,026.45
01-160-57200-0000-1	Supplies - Office	6.05
01-160-57800-0000-1	Telephone & Communic...	28.43
01-165-56600-0000-1	Repairs & Maintenance -...	421.19
01-165-57800-0000-1	Telephone & Communic...	70.69
01-175-57800-0000-1	Telephone & Communic...	41.59

Account Summary

Account Number	Account Name	Payment Amount
01-180-51800-0000-1	Clothing Allowance	259.67
01-180-56000-0000-1	Professional Services - O...	839.79
01-180-56410-0000-1	Repairs & Maintenance ...	750.00
01-180-56430-0000-1	Repairs & Maintenance -...	55.00
01-180-56440-0000-1	Repairs & Maintenance-...	1,311.45
01-180-56500-0000-1	Repairs/Maintenance St...	87.44
01-180-56600-0000-1	Repairs/Maintenance - ...	284.19
01-180-57400-0000-1	Supplies - Operating	499.57
01-180-57800-0000-1	Telephone & Communic...	426.28
01-180-58050-0000-1	Utilities Other	24.63
01-180-58100-0000-1	Street Lighting	3,034.70
01-185-56400-0000-1	Repairs & Maint - Build &..	1,860.73
01-190-52200-0000-1	Contract Services	680.00
01-190-56400-0000-1	Repairs & Maint - Build &..	2,068.86
01-190-58000-0000-1	Utilities	137.59
01-20800-0000-1	Pension Payable	12,124.71
01-22050-0000-1	Federal Withholding Pay...	7,742.29
01-22100-0000-1	FICA Payable	11,555.10
01-22150-0000-1	Medicare Payable	2,702.36
01-22200-0000-1	State Withholding Payab...	4,233.41
01-22250-0000-1	SUTA Payable	670.20
01-22275-0000-1	ETT Payable	14.24
01-22600-0000-1	Health FSA	58.37
01-22700-0000-1	Disability LTD	175.10
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	92.69
01-22950-0000-1	Cancer-American Fidelity	14.41
01-310-52200-0000-1	Contract Services	4,703.61
01-310-54800-0000-1	Maintenance Agreements	53,973.00
15-170-41480-0000-1	Park Impact Fees	46,500.00
20-200-51800-0000-1	Clothing Allowance	9.69
20-200-57400-0000-1	Supplies - Operating	125.99
20-200-57800-0000-1	Telephone & Communic...	0.65
20-200-58100-0000-1	Street Lighting	54.37
20-20800-0000-1	Pension Payable	253.24
20-22050-0000-1	Federal Withholding Pay...	11.13
20-22100-0000-1	FICA Payable	214.72
20-22150-0000-1	Medicare Payable	50.22
20-22200-0000-1	State Withholding Payab...	22.65
20-22250-0000-1	SUTA Payable	77.23
20-22275-0000-1	ETT Payable	1.64
25-000-52910-0000-1	Buildings & Improvemen...	5,000.00
25-000-52960-2302-1	Street & Roads (Capital)	3,230.00
25-000-52960-2303-1	Street & Roads (Capital)	462.76
25-000-52960-2304-1	Street & Roads (Capital)	462.62
25-000-52960-2305-1	Street & Roads (Capital)	462.62
25-000-52960-2307-1	Street & Roads (Capital)	10,454.00
25-000-52960-8290-1	RSTP/HIP West Side - Har..	5,352.50
25-000-52960-8425-1	Streets & Roads Capital	272.00
25-000-52960-8490-1	Streets & Roads Capital ...	5,590.50
30-20800-0000-1	Pension Payable	2,433.82
30-22050-0000-1	Federal Withholding Pay...	1,515.56
30-22100-0000-1	FICA Payable	2,775.98
30-22150-0000-1	Medicare Payable	649.22
30-22200-0000-1	State Withholding Payab...	905.41
30-22250-0000-1	SUTA Payable	204.39
30-22275-0000-1	ETT Payable	4.33
30-22600-0000-1	Health FSA	39.14

Account Summary

Account Number	Account Name	Payment Amount
30-22700-0000-1	Disablity LTD	43.48
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	44.09
30-22950-0000-1	Cancer- American Fidelity	2.62
30-500-51800-0000-1	Clothing Allowance	48.47
30-500-52000-0000-1	Conferences/Meetings/T...	170.00
30-500-53250-0000-1	Permits & Certificates	3,141.84
30-500-53800-0000-1	Equipment Rental	830.10
30-500-55600-0000-1	Postage	998.00
30-500-55800-0000-1	Printing & Legal Notices	19.98
30-500-56000-7820-1	Professional Services - ...	74,876.17
30-500-56410-0000-1	Repairs & Maintenance ...	3,126.01
30-500-56600-0000-1	Repairs & Maintenance -...	93.01
30-500-56800-0000-1	Safety Equipment	254.39
30-500-57400-0000-1	Supplies - Operating	1,225.72
30-500-57800-0000-1	Telephone & Communic...	856.20
30-500-58000-0000-1	Utilities	8,592.51
30-500-58200-0000-1	Water/Soil/Other Analys...	2,055.00
31-20800-0000-1	Pension Payable	1,062.07
31-22050-0000-1	Federal Withholding Pay...	414.87
31-22100-0000-1	FICA Payable	943.50
31-22150-0000-1	Medicare Payable	220.70
31-22200-0000-1	State Withholding Payab...	301.80
31-22250-0000-1	SUTA Payable	98.56
31-22275-0000-1	ETT Payable	2.10
31-22600-0000-1	Health FSA	13.05
31-22700-0000-1	Disablity LTD	19.45
31-22900-0000-1	Life	16.40
31-22950-0000-1	Cancer-American Fidelity	2.62
31-505-52400-0000-1	Contract Services - Refus...	10,014.61
31-505-52500-0000-1	Contract Services - Recyc...	76,520.17
31-505-52800-0000-1	County Waste Managem...	10,690.68
31-505-55600-0000-1	Postage	995.00
31-505-55800-0000-1	Printing & Legal Notices	19.98
31-505-57800-0000-1	Telephone & Communic...	91.86
32-20800-0000-1	Pension Payable	2,504.47
32-22050-0000-1	Federal Withholding Pay...	1,027.24
32-22100-0000-1	FICA Payable	2,371.84
32-22150-0000-1	Medicare Payable	554.60
32-22200-0000-1	State Withholding Payab...	766.67
32-22250-0000-1	SUTA Payable	270.09
32-22275-0000-1	ETT Payable	5.78
32-22600-0000-1	Health FSA	39.11
32-22700-0000-1	Disablity LTD	22.16
32-22900-0000-1	Life	17.32
32-22950-0000-1	Cancer-American Fidelity	2.59
32-510-51800-0000-1	Clothing Allowance	46.53
32-510-52200-0000-1	Contract Services	17,759.89
32-510-52910-2308-1	Buildings & Improvemen...	20,672.21
32-510-53250-0000-1	Permits & Certificates	19,381.92
32-510-55600-0000-1	Postage	995.00
32-510-55800-0000-1	Printing & Legal Notices	20.04
32-510-56000-0000-1	Professional Services - O...	108,632.17
32-510-56400-0000-1	Repairs & Maint - Build &..	59,925.00
32-510-56410-0000-1	Repairs & Maintenance- ...	1,553.15
32-510-56600-0000-1	Repairs & Maintenance -...	847.71
32-510-57400-0000-1	Supplies - Operating	25,503.77
32-510-57800-0000-1	Telephone & Communic...	896.42

Account Summary

Account Number	Account Name	Payment Amount
32-510-58000-0000-1	Utilities	1,039.34
32-510-58050-0000-1	Utilities Other	24.64
32-510-58200-0000-1	Water/Soil/Other Analys...	6,611.30
34-20800-0000-1	Pension Payable	416.26
34-22050-0000-1	Federal Withholding Pay...	66.86
34-22100-0000-1	FICA Payable	187.42
34-22150-0000-1	Medicare Payable	43.84
34-22200-0000-1	State Withholding Payab...	33.17
34-22250-0000-1	SUTA Payable	71.03
34-22275-0000-1	ETT Payable	1.51
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-54000-0000-1	Fuel	86.68
34-520-57800-0000-1	Telephone & Communic...	90.14
Grand Total:		811,086.25

Project Account Summary

Project Account Key	Payment Amount
None	811,086.25
Grand Total:	811,086.25



Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Electec	2	0	400
	Total:		0	400
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	1200

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	1	75.25	2296.19
	Salary - Salary	1	80	2441.13
	Sick - Sick Pay	1	4.75	144.94
	Total:		160	4909.96
MCC100	Hourly - Hourly	1	72	3046.16
	Salary - Salary	1	80	3384.62
	Vacation - Vacation Pay	1	8	338.46
	Total:		160	6769.24
Nun100	Bereavement - Bereavement Pa	1	27	765.18
	Bilingual - Bilingual	2	0	27.7
	Comp Time Earned - Compensat	1	1.5	0
	Hourly - Hourly	2	112.75	3195.34
	Live Scan - Live Scan	2	0	27.7
	OT - Overtime	2	3.65	155.16
	Sick - Sick Pay	1	21.5	609.31
	Total:		166.4	4780.39

WIL100-150	Salary - Salary	2	160	13846.16
	Total:		160	13846.16
110 - City Administration Total:			646.4	30305.75

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Salary - Salary	2	160	7070.92
	Total:		160	7070.92
ARR100	Comp Time Taken - Compensatc	1	6.26	110.93
	Hourly - Hourly	2	115.59	2048.25
	OT - Overtime	2	14.84	394.45
	Sick - Sick Pay	2	31.66	561.02
	Total:		168.35	3114.65
AYO110	Hourly - Hourly	2	111.48	1975.43
	OT - Overtime	1	0.5	13.29
	Sick - Sick Pay	1	5.82	103.13
	Vacation - Vacation Pay	1	30.18	534.79
	Total:		147.98	2626.64
ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Comp Time Taken - Compensatc	2	8	262.88
	Hourly - Hourly	2	158.34	5203.05
	OT - Overtime	2	9.16	451.49
	Total:		175.5	5963.58
GON600	Bilingual - Bilingual	2	0	27.7
	Comp Time Earned - Compensat	2	5.25	0
	Hourly - Hourly	2	156.5	4220.81
	Sick - Sick Pay	1	3.5	94.4
	Total:		165.25	4342.91
TOR100	Hourly - Hourly	2	158.75	3602.04
	OT - Overtime	2	17.17	584.38
	Sick - Sick Pay	1	2.25	51.05
	Total:		178.17	4237.47
VAC110	Hourly - Temp - Hourly Tempora	4	133.24	2361.01
	OT - Overtime	1	0.91	24.19
	Total:		134.15	2385.2

VEL100	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	121.9	2906.09
	OT - Overtime	1	2.34	83.68
	Personal - Personal Day	1	9	214.56
	Sick - Sick Pay	2	14.76	351.88
	Vacation - Vacation Pay	2	14.58	347.59
	Total:		162.58	3931.5
VIR100	Hourly - Hourly	1	50	2971.04
	Salary - Salary	1	80	4753.66
	Sick - Sick Pay	1	30	1782.62
	Total:		160	9507.32
115 - Finance & Accounting Total:			1451.98	43180.19

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Hourly - Hourly	1	71	2986.26
	Notary - Notary	2	0	27.7
	Salary - Salary	1	80	3364.8
	Vacation - Vacation Pay	1	9	378.54
	Total:		160	6775.76
SALD100	Salary - Salary	2	160	8076.92
	Total:		160	8076.92
140 - Planning Total:			320	14852.68

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100-142	Hourly - Hourly	2	156	5001.36
	OT - Overtime	1	16	769.44
	Sick - Sick Pay	1	12	384.72
	Total:		184	6155.52
ALW100-145	Intermediate POST - Intermedia	4	0	0
	Sick - Sick Pay	2	0	0
	Workers Comp - Workers Comp	4	170	5432.24
	Total:		170	5432.24
AYON100	Cash Out - Comp - Cash Out - Co	1	3	68.07
	Cash Out - VAC - Cash Out - Vac	1	55.35	1255.89
	Sick - Sick Pay	1	48	1089.12
	Total:		106.35	2413.08

CAZ100-151	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	120	3662.4
	OT - Overtime	1	11	503.58
	PD - Court Stand-by - PD Court S	1	3	137.34
	Sick - Sick Pay	1	12	366.24
	Vacation - Vacation Pay	1	32.51	992.21
	Total:		178.51	5754.07
DEW100-147	Hourly - Hourly	2	140.5	5487.93
	OT - Overtime	1	13.83	810.3
	Sick - Sick Pay	1	24	937.44
	Vacation - Vacation Pay	1	3.5	136.71
	Total:		181.83	7372.38
EST150	Hourly - Hourly	2	168	5127.36
	OT - Overtime	2	64	2174.55
	Total:		232	7301.91
GAL100-149	Hourly - Hourly	2	168	5945.52
	Intermediate POST - Intermedia	2	0	46.16
	OT - Overtime	2	49	2601.16
	PD - Court Appear - PD - Court A	2	9	477.77
	PD - Court Stand-by - PD Court S	1	3	159.26
	Total:		229	9229.87
GAR100-114	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	116	2632.04
	Total:		116	2724.34
GAR100-150	Advanced POST - Advanced POS	2	0	69.24
	Comp Time Earned - Compensat	1	3	0
	Comp Time Taken - Compensatc	1	3	123.12
	Hourly - Hourly	2	165	6771.6
	OT - Overtime	1	1	61.56
	Total:		172	7025.52
HAN100-112	Hourly - Hourly	2	132	4671.48
	OT - Overtime	1	6	318.51
	Vacation - Vacation Pay	1	36	1274.04
	Total:		174	6264.03
HAS100-143	Comp Time Taken - Compensatc	1	2	41.1
	Hourly - Hourly	2	160	3288
	OT - Overtime	2	28	863.1
	Total:		190	4192.2
KNO100	Salary - Salary	2	160	9230.76
	Total:		160	9230.76

[LOP125](#)

Bachelor's Degree - Bachelor's D	2	0	46.16
Bilingual - Bilingual	2	0	92.3
Hourly - Hourly	2	160	4209.6
OT - Overtime	2	32.75	1292.48
Standby - Standby	2	0	400
Total:		192.75	6040.54

[MUL100](#)

Comp Time Earned - Compensat	1	4.5	0
Hourly - Hourly	2	168	5945.52
OT - Overtime	2	37	1964.15
PD - Court Appear - PD - Court A	1	3	159.26
Total:		212.5	8068.93

[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](#)

Hourly - Hourly	2	160	5662.4
Total:		160	5662.4

[RIV100-120](#)

Bereavement - Bereavement Pa	1	36	1274.04
Hourly - Hourly	2	121.17	4288.21
OT - Overtime	1	19	1008.62
Sick - Sick Pay	1	7.45	263.66
Vacation - Vacation Pay	1	3.36	118.91
Total:		186.98	6953.44

[SHA-100-152](#)

Advanced POST - Advanced POS	2	0	69.24
Bachelor's Degree - Bachelor's D	2	0	46.16
Hourly - Hourly	2	156	6093.36
OT - Overtime	2	22.25	1303.63
Sick - Sick Pay	1	12	468.72
Total:		190.25	7981.11

[TAF200](#)

Comp Time Earned - Compensat	1	6	0
Comp Time Taken - Compensatc	2	50	1564
Hourly - Hourly	2	78	2439.84
OT - Overtime	1	5	234.6
Sick - Sick Pay	2	32	1000.96
Total:		171	5239.4

[VAR100](#)

Hourly - Hourly	2	136	2660.16
Total:		136	2660.16

VEL200	Comp Time Earned - Compensat	2	12	0
	Comp Time Taken - Compensatc	1	12	246.72
	Holiday - Reg - Holiday - Regular	1	0	84
	Hourly - Hourly	3	148	3322.88
	OT - Overtime	2	12	554.58
	Total:		184	4208.18
	150 - Police Total:		3687.17	127096.4

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Hourly - Hourly	2	160	2979.2
	OT - Overtime	2	18.58	518.94
	Standby - Standby	2	0	200
	Total:		178.58	3698.14
RIV200	Comp Time Earned - Compensat	1	4.86	0
	Comp Time Taken - Compensatc	1	4.86	81.99
	Hourly - Hourly	2	151	2547.37
	OT - Overtime	2	2.35	59.47
	Sick - Sick Pay	1	4.14	69.84
	Standby - Standby	2	0	200
	Total:		167.21	2958.67
	155 - Animal Control Total:		345.79	6656.81

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
PER200	Hourly - Hourly	2	155	3186.8
	OT - Overtime	2	1.56	48.11
	Sick - Sick Pay	1	5	102.8
	Total:		161.56	3337.71
	165 - Code Enforcement Total:		161.56	3337.71

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAR210	Comp Time Earned - Compensat	1	4.76	0
	Hourly - Hourly	2	156.5	3217.64
	OT - Overtime	1	3	92.52
	Sick - Sick Pay	1	3.67	75.46
	Total:		167.93	3385.62
	175 - Grants Administration Total:		167.93	3385.62

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DRA100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Comp Time Earned - Compensat	1	3.87	0
	Hourly - Hourly	2	149.5	2584.86
	Sick - Sick Pay	1	9	155.61
	Total:		162.37	2758.93
GUE100	Hourly - Hourly	2	142	4024.28
	OT - Overtime	2	32	1360.32
	Sick - Sick Pay	1	9	255.06
	Vacation - Vacation Pay	1	9	255.06
	Total:		192	5894.72
MAR100	Hourly - Hourly	2	142	2516.24
	OT - Overtime	1	8	212.64
	Sick - Sick Pay	1	9	159.48
	Vacation - Vacation Pay	1	9	159.48
	Total:		168	3047.84
TEL100	Hourly - Hourly	2	151	2675.72
	OT - Overtime	2	32	850.56
	Sick - Sick Pay	1	9	159.48
	Total:		192	3685.76
180 - Public Works Total:			714.37	15387.25

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Hourly - Hourly	2	160	2835.2
	OT - Overtime	2	8.99	238.95
	Total:		168.99	3074.15
200 - Lighting & Landscaping Total:			168.99	3074.15

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CIS400	Hourly - Hourly	2	160	5004.8
	OT - Overtime	2	42	1970.64
	Sick - Sick Pay	1	2	62.56
	Total:		204	7038
HER300	Hourly - Hourly	2	160	3054.4
	OT - Overtime	2	49.5	1417.43
	Total:		209.5	4471.83

MED100	Hourly - Hourly	2	160	3542.4
	OT - Overtime	2	21	697.41
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Standby - Standby	2	0	200
	Total:		181	4462.89
Pop100	Hourly - Hourly	2	160	3542.4
	OT - Overtime	2	42	1394.82
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Standby - Standby	2	0	200
	Vacation - Vacation Pay	1	2	44.28
	Total:		204	5204.58
500 - Sewer Total:			798.5	21177.3

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CABR100	Hourly - Hourly	1	72	3181.92
	Salary - Salary	1	80	3535.47
	Sick - Sick Pay	1	8	353.55
	Total:		160	7070.94
CORD100	Comp Time Earned - Compensat	1	4.02	0
	Hourly - Hourly	2	160	2907.2
	OT - Overtime	2	51.22	1396
	Standby - Standby	2	0	242.93
	Total:		215.24	4546.13
CORT100	Comp Time Earned - Compensat	1	9.99	0
	Hourly - Hourly	2	160	2907.2
	OT - Overtime	2	56.41	1537.45
	Standby - Standby	2	0	158.58
	Total:		226.4	4603.23
DOM100	Comp Time Earned - Compensat	1	26.36	0
	Comp Time Taken - Compensatc	1	36	758.52
	Hourly - Hourly	2	126	2654.82
	OT - Overtime	1	9	284.45
	Total:		197.36	3697.79
HIG400	Comp Time Earned - Compensat	1	12.75	0
	Hourly - Hourly	2	92.17	3343.01
	OT - Overtime	1	4.25	231.22
	PW Cert - Grade 3 - Public Work	2	0	69.24
	Total:		109.17	3643.47
510 - Water Total:			908.17	23561.56

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Hourly - Hourly	2	123.26	2295.11
	Sick - Sick Pay	2	23.33	434.4
	Vacation - Vacation Pay	2	14.83	276.13
	Total:		161.42	3005.64
	520 - Public Transit Total:		161.42	3005.64
	Report Total:		9532.28	296221.06



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	98.86	0
	- Total:	98.86	0
01-105-50100-0000-1	Salaries - Permanent Employees	0	1200
01-110-50100-0000-1	Salaries - Permanent Employees	120.63	5746.46
01-110-50200-0000-1	Overtime	1.83	77.59
01-110-50350-0000-1	Stipends	0	27.72
01-111-50100-0000-1	Salaries - Permanent Employees	64	1952.91
01-111-50350-0000-1	Stipends	0	38.76
01-112-50100-0000-1	Salaries - Permanent Employees	40	1692.32
01-115-50100-0000-1	Salaries - Permanent Employees	128.77	4250.94
01-115-50200-0000-1	Overtime	2.87	111.96
01-115-50350-0000-1	Stipends	0	11.1
01-140-50100-0000-1	Salaries - Permanent Employees	304.48	12526.93
01-140-50350-0000-1	Stipends	0	48
01-150-50100-0000-1	Salaries - Permanent Employees	3498.78	117968.01
01-150-50200-0000-1	Overtime	285.33	13883.15
01-150-50350-0000-1	Stipends	0	1069.26
01-155-50100-0000-1	Salaries - Permanent Employees	320	5678.4
01-155-50200-0000-1	Overtime	20.93	578.41
01-155-50350-0000-1	Stipends	0	400
01-160-50100-0000-1	Salaries - Permanent Employees	97.27	2969.63
01-165-50100-0000-1	Salaries - Permanent Employees	214.07	5371.03
01-165-50200-0000-1	Overtime	1.14	35.12
01-180-50100-0000-1	Salaries - Permanent Employees	523.05	11757
01-180-50200-0000-1	Overtime	71.04	2382.72
01-180-50350-0000-1	Stipends	0	1.84
01-190-50100-0000-1	Salaries - Permanent Employees	162	3413.34
01-190-50200-0000-1	Overtime	9	284.45
	01 - GENERAL FUND Total:	5865.19	193477.05
20-200-50100-0000-1	Salaries/Permanent Employees	164.8	2971.23
20-200-50200-0000-1	Overtime	9.95	279.75
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	174.75	3250.98
30-500-50100-0000-1	Salaries - Permanent Employees	1290.78	37340.02
30-500-50150-0000-1	Wages - Temporary Employees	43.97	779.13
30-500-50200-0000-1	Overtime	168.67	5965.18
30-500-50350-0000-1	Stipends	0	471.12
	30 - SEWER Total:	1503.42	44555.45
31-505-50100-0000-1	Salaries - Permanent Employees	437.31	14407.58

Account	Account Description	Units	Pay Amount
31-505-50150-0000-1	Wages - Temporary Employees	43.97	779.13
31-505-50200-0000-1	Overtime	13.96	478.39
31-505-50350-0000-1	Stipends	0	14.8
31 - REFUSE/RECYCLING Total:		495.24	15679.9
32-510-50100-0000-1	Salaries - Permanent Employees	1061.88	31294.23
32-510-50150-0000-1	Wages - Temporary Employees	45.3	802.75
32-510-50200-0000-1	Overtime	126.22	3653.91
32-510-50350-0000-1	Stipends	0	501.15
32 - WATER Total:		1233.4	36252.04
34-520-50100-0000-1	Salaries - Permanent Employees	161.42	3005.64
34 - PUBLIC TRANSPORTATION Total:		161.42	3005.64
Report Total:		9532.28	296221.06



Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
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	2	63	2039.22
Bilingual - Bilingual	Bilingual	16	0	415.4
Cash Out - Comp - Cash O	Cash Out - Comp Time	1	3	68.07
Cash Out - VAC - Cash Ou	Cash Out - Vacation	1	55.35	1255.89
Comp Time Earned - Com	Compensatory Time Earned	15	98.86	0
Comp Time Taken - Comp	Compensatory Time Taken	10	122.12	3189.26
Holiday - Reg - Holiday - R	Holiday - Regular	1	0	84
Hourly - Hourly	Hourly	90	6396.66	170660.89
Hourly - Temp - Hourly Te	Hourly Temporary Employees	4	133.24	2361.01
Intermediate POST - Inter	Intermediate POST Certificate	8	0	115.4
Live Scan - Live Scan	Live Scan	2	0	27.7
Notary - Notary	Notary	2	0	27.7
OT - Overtime	Overtime	60	747.26	28477.83
PD - Court Appear - PD - C	PD - Court Appearance	3	12	637.03
PD - Court Stand-by - PD (	PD Court Stand-by	2	6	296.6
Personal - Personal Day	Personal Day	1	9	214.56
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	15	1200	62775.36
Salary - Elected - Salary - I	Salary - Elected Officials	6	0	1200
Sick - Sick Pay	Sick Pay	31	343.83	10037.45
Standby - Standby	Standby	14	0	1601.51
Vacation - Vacation Pay	Vacation Pay	14	171.96	4856.2
Workers Comp - Workers	Workers Comp Pay	4	170	5432.24
Report Total:			9532.28	296221.06

SPECIAL CITY COUNCIL MINUTES
February 22, 2024
MCFARLAND CITY COUNCIL

CALL TO ORDER

Mayor Ayon called the special meeting to order at 5:00 p.m.

ROLL CALL

Councilmembers Present: Vice Mayor Cano, Councilmember Pérez

Councilmembers Absent: Councilmember A. Ayon, Councilmember Gonzalez

OFFICIALS PRESENT

City Manager Williams, Chief of Police Knox, Community Development Director Saldana, Finance Director Viramontes

INVOCATION

Not addressed

PLEDGE OF ALLEGIANCE

Not addressed

PUBLIC COMMENT:

Opened: 5:01 p.m. NO comments from the public were presented.

ADMINISTRATIVE AGENDA

1. Motion was made by: Vice Mayor Cano to approve Resolution No. 2024-24 Approving the Midyear Budget Adjustments Totaling \$6,397,853 in the General Fund and \$468,310 in Other Funds; 2nd by: Councilmember Perez.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

COUNCIL STATEMENTS AND REPORTS

Not addressed

ADJOURNMENT

A motion was made by: Councilmember Pérez; 2nd by: Vice Mayor Cano to adjourn at 5:31 p.m.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

Francisca Alvarado, City Clerk

REGULAR CITY COUNCIL MINUTES
February 22, 2024
MCFARLAND CITY COUNCIL

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor Ayon, Vice Mayor Cano, Councilmember Pérez

Councilmembers Absent: Councilmember A. Ayon, Councilmember Gonzalez

OFFICIALS PRESENT

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

APPROVE AGENDA AS TO FORM

Motion was made by: Councilmemembr Perez to approve agenda as to form; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

INVOCATION

Vice Mayor Cano

PLEDGE OF ALLEGIANCE

City Manager Williams

INTERPRETATION

Marco Perez

FEATURED PET

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

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Kern County Grand Jury Awareness Month Proclamation - Presented by Mayor Saul Ayon – Item not addressed.

2. Ceremonial National Cancer Prevention Month Proclamation -Presented by Mayor Saul Ayon to Tori Limbean, Marketing & Physician Relations Manager With Comprehensive Blood & Cancer Center of Bakersfield.
3. Ceremonial Presentation of McFarland Police Department Cadets.

Motion was made by: Councilmember Perez to approve agenda as to form; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

PUBLIC COMMENT:

The following comments from the public were presented:

1. Michael Hair-
2. Jose Hernandez
3. Phil Corr

Public comment closed at 6:23 p.m.

COUNCIL COMMENTS

1. Councilmember Perez- Welcomed and thanked everyone in attendance. She honored her brother Roberto who recently lost his battle of liver cancer and encouraged the community to get regular checkups and cancer screenings for early detection and treatment.
2. Vice Mayor Cano- Informed the community that the Kern County Cancer Foundation is an organization that helps residents in Kern County who are battling cancer with resources such as transportation, medications, and treatments. He welcomed the community to reach out to the foundation and get the services they need.
3. Mayor Saul Ayon- Thanked Councilmember Pérez for attending tonight's meeting.

Response to public comment- Mayor Ayon stated that the major issue with potholes in the alley ways is the weight of the trash truck pick up on unpaved surface. He recommended moving forward with front yard pick up's in the future as this would alleviate the impact the weight of the truck would have compared to a paved street vs an unpaved alleyway. He requested our new Public Works Director Hernandez begin working on this issue.

Browning Road Well Nitrate Issue follow up- Mayor Ayon thanked Channel 17 news station Norma Gaspar and Ruby Rivera from channel 23 news for giving him the opportunity to give an interview to clarify the allegations of contaminated water. He reiterated that the Browning Road well has been offline since October 2023 and that our water is not contaminated. He assured the residents of McFarland that they are doing the best they can to fix the issue.

Lastly, he recognized Dr. Michael Hair.

DEPARTMENTAL REPORTS

CONSENT AGENDA

4. Approval of Expense Report in the Amount of \$244,601.09 from 1/27/2024 to 2/9/2024.
5. Approval of February 08, 2024 Regular Meeting Minutes.
6. Approval of February 09, 2024 Special Meeting Minutes.
7. Approval of the February 15, 2024 Special Meeting Minutes.
8. Approval of Resolution No. 2024-15 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7393 PHASE 3, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE.

Motion was made by: Councilmember Perez; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

No comments from the public were presented.

PUBLIC HEARINGS

9. Approval of Resolution No. 2024-5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND FINDING THERE ARE NO UNMET PUBLIC TRANSIT NEEDS WHICH CAN BE REASONABLY BE MET IN THE CITY OF MCFARLAND.

Public Hearing Opened at 6:32 p.m. – No comments from the public were presented. Public Hearing Closed at 6:33 p.m.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

10. Introduction and First Reading of Ordinance No. 002-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL

ZONING MAP FOR ASSESSOR'S PARCELS 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, AND 060-420-13. Annexation (19)

Public Hearing was opened at 6:36 p.m. No comments from the public were presented. Public Hearing was closed at 6:36 p.m.

Community Development Director Saldana requested this item be continued due to the Planning Commission not having acted on this item due to lack of quorum. Mayor Ayon requested a motion to have this item continued to Thursday Adjourned Meeting on February 29, 2024 at 5:00 p.m.

Motion was made by: Councilmember Perez; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

11. Public Hearing on Draft Boundary Maps of Council Districts and Introduction and Waive First Reading of Ordinance No. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS.

Public Hearing was opened at 6:41 p.m. No comments from the public were presented. Public Hearing was closed at 6:42 p.m. (4th Public Hearing)

Mayor Ayon requested A Motion to Waive First Reading in its Entirety Read by Title Only and Introduce Ordinance No. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS; motion was made by: Councilmember Pérez and 2nd by: Vice Mayor Cano. Council Members discussed. Mayor indicated the RED MAP and sequencing of area number 2 in 2024 and area number 1 in 2026 (district 4 and 2 in 2024 and District 1 and 3 in 2026) as their choice.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

Mayor Ayon directed staff to Schedule Second Reading and Adoption of Ordinance No. 003-2024.

12. Public Hearing for Consideration and Adoption of Resolution No. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR PROPOSED ANNEXATION 20;
Introduction and Wave First Reading of Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20;
Consideration and Adoption of Resolution No. 2024-17 A RESOLUTION OF THE CITY OF MCFARLAND REQUESTING INITIATION OF PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF MCFARLAND TO BE IDENTIFIED AS ANNEXATION NO. 20.
- b. Staff Report-Community Development Director, Paul Saldaña
 - c. Open Public Hearing and Receive Public Testimony
 - d. Close Public Hearing
 - e. Motion to Adopt Resolution No. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR PROPOSED ANNEXATION 20
 - f. Motion to Waive the Reading Ordinance Text in its Entirety Read by Title Only and Introduce Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20.
 - g. Motion to Adopt Resolution No. 2024-17 A RESOLUTION OF THE CITY OF MCFARLAND REQUESTING INITIATION OF PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF MCFARLAND TO BE IDENTIFIED AS ANNEXATION NO. 20.

Public Hearing was opened at 6:51 p.m. No comments from the public were presented. Public Hearing was closed at 6:51 p.m.

Mayor Ayon requested future annexations be for commercial before residential due to city need.

Community Development Director Saldana requested this item be continued due to the Planning Commission not having acted on this item due to lack of quorum.

Mayor Ayon requested a motion to have this item continued to Thursday Adjourned Meeting on February 29, 2024 at 5:00 p.m.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

ADMINISTRATIVE AGENDA

- 13.** Approval of Resolution No. 2024-22 A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND YERLYS HERNANDEZ FOR THE POSITION OF PUBLIC WORKS DIRECTOR.

No comments from the public were presented.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

- 14.** Approval of Resolution No.2024-21 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT BETWEEN THE CITY AND DIEGO VIRAMONTES FOR THE CITY MANAGER /FINANCE DIRECTOR.

Public Comments:

1. Ron Woods
2. Jose Hernandez

Motion was made by: Councilmember Pérez; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

- 15.** Approval of Resolution No. 2024-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE COMPLETED WORK BY ADVANCED CONCRETE FOR THE 2ND STREET LANDSCAPE AND PEDESTRIAN IMPROVEMENTS – STPL 5343 (017) PROJECT AND AUTHORIZING THE CITY CLERK TO THE FILE THE NOTICE OF COMPLETION WITH THE KERN COUNTY RECORDER.

No comments from the public were presented.

Motion was made by: Councilmember Pérez; 2nd by: Vice Mayor Cano.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

- 16.** Resolution 2024-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE COMPLETED WORK BY BOWMAN ASPHALT, INC. FOR THE 2023 STREET

REHABILITATION – VARIOUS LOCATIONS PROJECT AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE KERN COUNTY RECORDER.

No comments from the public were presented.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

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. San Joaquin Valley Air Pollution Control District (SVJ)

COUNCIL STATEMENTS AND REPORTS

Mrs. Perez thanked the public for their attendance and the city staff for their hard work and dedication. She thanked Kenny Williams for his dedication to the city and welcomed Diego Viramontes and stated that she looks forward to working with him.

Vice Mayor Cano thanked Dr. Michael Hair for all his support and contributions to the city. He also thanked Kenny Williams for everything he's done for the city and the council and wished him the best retirement and asked for his continued support. He supports the mayor's efforts to try to clarify the truth about the water issue. He thanked Assistant Public Works Director Adam Cabrera for his hard work and doing a great job leading the team.

Mayor Ayon requested an ordinance amendment for mobile food vendors to increase the number of mobile food vendors allowed. He thanked all city staff and police department for their hard work. He thanked the residents for their patience and understanding with the misinformation that was given to them regarding the nitrate water issue. Mayor gave a big thank you to Kenny Williams for helping the council be successful in getting the city where it is now. He asked everyone to think of McFarland first. Mayor Ayon concluded the meeting honoring Councilmember Pérez's brother Roberto who passed away from cancer.

CLOSED SESSION

Public Employment (Government Code §54957)

Reportable Action: Council approved an employment agreement for Kenny Williams for the position of Special Project Manager/Police Oversight Advisor. The material terms of the agreement are as follows:

- 6 month agreement, renewable if agreed by both parties
- part time, 40 hours per month
- \$150.00 per hour, not to exceed \$72,000 during the 6 month contract period
- Williams receives same holidays, and other leaves as other employees
- No vacation, no sick leave, no administration leave, no health benefits, no life insurance
- Cell phone provided by the City
- City will contribute the equivalent of 10% of William's salary to retirement account
- City will reimburse Williams for reasonable expenses
- Performance Evaluation after 3 months

The closed session adjourned at 7:44pm

ADJOURNMENT

Mayor requested a motion to continue the meeting to a later date of February 29, 2024 at 5:00 p.m.

A motion was made by: Councilmember Pérez; 2nd by: Vice Mayor Cano

ROLL CALL VOTE: 3/0

AYES: S. Ayon, R. Cano, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Ayon, A. Gonzalez

Recording ended at 7:25 p.m.

Francisca Alvarado, City Clerk

ADJOURNED REGULAR CITY COUNCIL MINUTES
February 29, 2024
MCFARLAND CITY COUNCIL

CALL TO ORDER

Mayor Ayon opened the continued February 22, 2024 adjourned regular meeting at 5:00 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, Chief of Police Knox, City Attorney Hodges, Community Development Director Saldana, Finance Director Viramontes, Human Resources Director McCuan, Assistant Public Works Director Cabrera, City Clerk Alvarado

INVOCATION

Councilmember Perez

PLEDGE OF ALLEGIANCE

Kenny Williams

PRESENTATIONS, INTRODUCTIONS AND AWARDS

PUBLIC COMMENT:

The following comments from the public were presented:

1. Jim White
2. Ron Woods
3. Jeanette Tapia

Closed at 5:07 p.m.

DEPARTMENTAL REPORTS

CONSENT AGENDA

PUBLIC HEARINGS

1. Mayor Ayon requested a motion to waive first reading in its entirety read by title only and introduce Ordinance No. 002-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, AND 060-420-13

Public Hearing was opened at 5:09 p.m. No comments from the public were presented. Public Hearing was closed at 5:09 p.m.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Perez

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

2. Public Hearing for Consideration and Adoption of Resolution No. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR PROPOSED ANNEXATION 20; Introduction and Wave First Reading of Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20; Consideration and Adoption of Resolution No. 2024-17 A RESOLUTION OF THE CITY OF MCFARLAND REQUESTING INITIATION OF PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF MCFARLAND TO BE IDENTIFIED AS ANNEXATION NO. 20.

Public Hearing was opened at 5:11 p.m. No comments from the public were presented. The public hearing was closed at 5:12 p.m.

Motion was made by: Vice Mayor Cano to Adopt Resolution No. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR PROPOSED ANNEXATION 20; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion to Waive the Reading Ordinance Text in its Entirety Read by Title Only and Introduce Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20; was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion was made by: Councilmember Pérez to Adopt Resolution No. 2024-17 A
RESOLUTION OF THE CITY OF MCFARLAND REQUESTING INITIATION OF
PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF
MCFARLAND TO BE IDENTIFIED AS ANNEXATION NO. 20; 2nd by: Vice
Mayor Cano.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

ADMINISTRATIVE AGENDA

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

Members reported.

COUNCIL STATEMENTS AND REPORTS

Members reported.

CLOSED SESSION

ADJOURNMENT

A motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez to adjourn the regular meeting
at 5:35 p.m.

ROLL CALL VOTE: 5/0

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

NAYS: None

ABSTAIN: None

ABSENT: None

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: APPROVAL OF RESOLUTION NO. 2024-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AGREEMENT WITH CLEARSOURCE FOR UPDATE OF CITY REGULATORY FEES.

SUMMARY:

Cities regularly conduct studies to justify the fee amounts imposed and to optimize the overall portfolio of revenues available to the municipality to fund its services. Industry practice and fiscal conditions in the state have led many cities to link cost recovery for services of individual permits and activities through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of the broader community. User and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.

ClearSource Financial Consulting Services developed the City's cost of service analysis for the City of McFarland in 2020. The City recently received funding from Kern COG which was programmed to update the current fee schedule. ClearSource has proposed to begin the update process on April 1. At the conclusion of the analysis, the City Council will receive information regarding the City's current cost of providing various fee-related services. This information will be used by the City to inform about potential updates to the City's fee schedule.

Any changes to fees would require review and approval by the City Council prior to adoption and will be presented in June for Council consideration.

FINANCIAL IMPACT:

Funding was allocated during the midyear budget using REAP grant funds received from Kern COG.

RECOMMENDATION:

Council approve Resolution 2024-16 approving agreement with ClearSource Financial Services.

ATTACHMENTS:

1. Consultant Agreement Clear Source 2024
2. ClearSource Proposal to MCFARLAND_2024-02-20

RESOLUTION NO. 2024-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
AGREEMENT WITH CLEARSOURCE FOR UPDATE OF CITY REGULATORY FEES.**

WHEREAS, the City of McFarland received funding from the Kern Council of Governments and programmed said funds to update the City's regulatory fees; and

WHEREAS, ClearSource Financial Consulting Services conducted an analysis and schedule of regulatory fees in 2020; and

WHEREAS, the City desires to contract with ClearSource to provide a review and update of the current fee schedule.

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

1. The foregoing recitals are true and correct.
2. The agreement is in the best interest of the City.
3. The City Council authorizes professional service agreement with ClearSource Financial Services.
4. The City Clerk shall certify to the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 14, 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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF MCFARLAND, CALIFORNIA,**

AND

CONSULTANT

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and CLEARSOURCE FINANCIAL CONSULTING, a California Corporation ("Consultant").

RECITALS

WHEREAS, The City requires outside assistance to provide services in support of the Community Development Department;

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

AGREEMENT

1. TERM OF AGREEMENT.

1.1. This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than June 30, 2024, unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).

2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment "A" which is attached

hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”

- 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
- 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
- 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
- 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
- 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
- 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

3. PAYMENT FOR SERVICES (ATTACHMENT B).

- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
- 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
 - a description of services performed;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).

5.1. Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. CHANGES IN WORK AND EXTRA WORK. Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY. City designates the Community Development Director, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of City," "consult with City," "confer with City," or similar terms are used,

they shall refer to the Community Development Director. The Community Development Director may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

- 8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

9. TERMINATION OF AGREEMENT.

9.1. Termination for Convenience City may terminate this Contract for City's convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

9.2. Termination for Breach of Contract.

9.2.1. Except as provided in Attachment "C", if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Consultant's plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant's breach of this Contract.

9.2.2. If the default under this Contract is due to Consultant's failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

9.2.3. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.2.4. If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.2.5. Acts of Moral Turpitude.

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

9.2.6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

9.2.8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3. In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

10. COVENANTS AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

11.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto. Consultant shall have no liability arising from the use of any work product for any purpose or on any project other than that for which it was produced.

12. INDEPENDENT CONTRACTOR.

12.1. The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

12.2. If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of

the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

13. HOLD HARMLESS AND INDEMNIFICATION.

13.1. Indemnification - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

13.2. Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.3. Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all third-party claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole or active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

13.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any third-party claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) to the extent arising out of the negligent performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from

the, sole or active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

13.5. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. ASSIGNMENT OF AGREEMENT. Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City, which shall not be unreasonably delayed or withheld.

15. INSURANCE.

15.1. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

B. *Professional Liability.* Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. *Workers' Compensation.* Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

- D. *Deductibles and Self-Insured Retentions.*** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - iii.** Terminate this Agreement.
 - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

16. DISPUTES.

- 16.1.** If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:
- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

16.2. If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

16.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

18.2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

18.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours,

upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

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

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

cc: Community Development Director

If to Consultant: ClearSource Financial Consulting
 Attn: Terry Madsen, President
 7960 B Soquel Drive, Suite 363
 Aptos, CA 95003

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

20. GENERAL PROVISIONS.

20.1. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20.2. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20.3. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

20.4. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

20.5. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

20.6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

20.7. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

20.8. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

20.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

20.10. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

22. ACCESS AND ACCOMMODATIONS

- 22.1.** Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- 22.2.** Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- 22.3.** Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- 22.4.** Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- 22.5.** The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

[Signature Page Follows]

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

CITY	CONSULTANT*
CITY OF MCFARLAND, a municipal corporation By: _____ Name: Saul Ayon Title: Mayor Dated: _____, 202__ ATTEST: _____ Francisca Alvarado, City Clerk	CONSULTANT a corporation By: _____ Name: Terry Madsen Title: President Dated: _____, 202__
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

“ATTACHMENT “A”

User Fee Study Proposal dated February 20, 2024

ATTACHMENT “B”
Payment for Services

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

**ATTACHMENT “C”
Project Schedule**

Commencement Date: On or about April 1, 2024

Final Report to City Council: June 27, 2024

Close out of project and final invoicing: By June 30, 2024

CITY OF MCFARLAND

FEBRUARY 20, 2024

PROPOSAL TO PERFORM CONSULTING SERVICES

USER FEE STUDY COMMUNITY DEVELOPMENT SERVICES



ClearSource Financial Consulting

7960 B Soquel Drive, Suite 363
Aptos, California 95003

TERRY MADSEN | PRESIDENT
tmadsen@clearsourcefinancial.com
831.288.0608

TABLE OF CONTENTS

PROPOSAL CONTENTS

Organizing Information

Title Page -----	Previous Page
Table of Contents -----	Current Page
Transmittal Letter -----	Next Page

Statement of Qualifications

ClearSource Profile-----	1
ClearSource Experience-----	2
ClearSource References-----	5
ClearSource Team-----	6

Scope of Services

Project Understanding-----	10
Project Work Plan-----	11
Project Schedule-----	14

Fee Proposal

Project Budget-----	15
---------------------	----



February 20, 2024

CITY OF MCFARLAND

Attention: Paul Saldana | Community Development Director

401 West Kern Avenue

McFarland, California 93250

DIGITAL TRANSMISSION TO: PSALDANA@MCFARLANDCITY.ORG

PROPOSAL | USER FEE STUDY

To Mr. Saldana:

Thank you for the opportunity once again to provide cost of service and fee consulting for the City of McFarland. **ClearSource Financial Consulting** is well-qualified, available, and equipped to complete the scope of work envisioned by the City. As we have endeavored in our previous engagements with the City, we bring an **open mind for change** and exhibit the **energy to do the heavy lifting it takes for a fresh look** on the cost recovery topics. We commit to the City of McFarland to provide premier service, on time, and within budget:

PREMIER SERVICE	ON TIME	WITHIN BUDGET
We routinely demonstrate care about the details and the rightful influence of local conditions . We do the hard work to achieve modern and meaningful outcomes that reflect the way our clients serve their communities today.	We know time is of the essence in this work: a key determination of success and satisfaction for many of our city clients. All project reporting will be ready 90 days from project start , with public hearing and approval targeted for June 26, 2024 .	We will finish the scope of services without change orders , which is our standard practice. We do not ask our clients to bear the risk in estimating what it takes to do this work thoroughly and with successful enactment.

I founded ClearSource Financial Consulting in 2011 to focus on these principles in service solely to California public agencies. As President, I am authorized to negotiate and bind ClearSource contractually under the City's terms. My signature obligates ClearSource to the commitments in this proposal and confirms that it shall remain valid for a period of 90 calendar days from submittal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Madsen", is written over a light blue horizontal line.

TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

PHONE: 831.288.0608

EMAIL: TMADSEN@CLEARSOURCEFINANCIAL.COM

STATEMENT OF QUALIFICATIONS

CLEARSOURCE PROFILE

We present to the City of McFarland **ClearSource Financial Consulting** for performance of its User Fee Study. We look forward to this opportunity once again to serve the City's leaders, service providers, and constituents.

FIRM HISTORY | ClearSource is a privately owned California-based boutique consulting firm intentionally sized and structured to emphasize a **highly tailored, high quality study experience for our public sector clients**. ClearSource is staffed by a four-person team of seasoned individuals with decades of combined experience in local government financial analysis. We are particularly focused on equitable forms of locally controlled cost recovery within the challenges and constraints of the ever-evolving California statutory and legal environment, informed respectfully and strategically by the voter driven principles embedded in Propositions 218 and 26.

Our firm is centered on the philosophy and principles of ClearSource founder and President, Terry Madsen, who will lead this project from start-to-finish. **For over 23 years, Terry has provided financial consulting services exclusively to local government agencies**. In October 2011, he founded ClearSource, a firm dedicated to providing local government agencies with premier financial consulting, serving with the:

- Energy and enthusiasm to dive deep into the details,
- Willingness to do the heavy lifting necessary to implement modernization and lasting change,
- Exclusive staffing on projects of only tenured professionals able to enact both the science and art in these studies, and
- Commitment to on-time delivery and not-to-exceed consulting fees.

SERVICE EXPERTISE | ClearSource provides professional services to California municipal agencies, consulting on topics focused on **revenue management through cost of service-based resources**. We specialize in conducting the following common areas of study and consultation on a wide cross-section of governmental services and funds:

- User and regulatory fee studies
- Master fee schedule development and ongoing management
- Comparative/market analysis
- Cost allocation plans
- Internal service fund rate studies

Our primary focus is on revenue streams linked to cost of service principles, equity, and local-government control. Throughout these areas of expertise, we often work in harmony with internal and external stakeholders to achieve successful implementation of the necessary solutions.

PUBLIC SECTOR DEDICATION | As with every study of this type, the successful completion of this project for the City will require **positive, professional relationships with agency staff**, contract service providers, stakeholders, and the City Council and/or subcommittees. ClearSource clientele can attest to our ability to successfully navigate timing, competing values, and other challenges that arise when completing multi-faceted projects.

During his career, **Terry Madsen has been commended repeatedly for his integrity, client service, dedication, and perseverance**. His treatment of agency staff and respect for the both the challenges they face and the results they require to successfully accomplish their goals, results in working relationships that span multiple years and varied projects.

STATEMENT OF QUALIFICATIONS

CLEARSOURCE EXPERIENCE

COST RECOVERY TOPICS | ClearSource is a California-based consulting firm working exclusively for a diverse array of California-based public agencies on varied topics within the overall question of locally controlled cost recovery of public services. Broad service areas within which we have performed analysis include:

- ➔ Community development: planning, land development, building and safety, environmental services, and code enforcement
- ➔ Public safety: fire prevention, fire operations, emergency medical services, police, animal control
- ➔ Public works: engineering, infrastructure and operations, and utilities
- ➔ Community services: parks, community spaces, recreation programs, social services, libraries, facility rentals, special events, and filming
- ➔ Administration and governmental: indirect cost allocation and rates, direct labor rates, internal service fund rates, business licensing, and public records

ClearSource has performed consulting services within the past 24 months comparable in analysis to that required for the City of McFarland's scope of work for its User Fee Study for the sample of California cities and their specific fee/cost recovery-based programs listed in **Exhibit 1 on Page 4**. This includes identification of trending topics in California fee design, such as short term vacation rentals, retail cannabis, electric vehicle charging, stormwater management and inspections, and technology enhancement cost recovery.

SERVICE TO MCFARLAND | ClearSource previously served the City of McFarland in 2020, performing a comprehensive user and regulatory fee schedule for services managed by the Community Development Department.

CALIFORNIA CLIENTELE | Our founder, Terry Madsen, has been commended repeatedly for his integrity, client service, dedication, and perseverance. His treatment of agency staff and his respect for the challenges they face and the results they require to successfully accomplish their goals,

results in working relationships that span multiple years and varied projects. Following is a list of ClearSource clients within the past five years, noting original contract date through most recent date of service, emphasizing **our long-standing, repeat service** to many of these agencies. ClearSource works with agencies of wide-ranging size and service populations across the entire state of California. Providing premier consulting services to communities comparable in scale and need to the City of McFarland is a normal part of our practice. We have specifically noted comparably scaled clients to McFarland (population under 25,000) in the comprehensive list below.

POPULATION >200,000

- Long Beach (2017-2020)
- Santa Ana (2019-2024)
- Oxnard (2018)
- Santa Clara County (2022)
- Kern County (2019-2022)

POPULATION 100-200,000

- Huntington Beach (2018-2024)
- Elk Grove (2019)
- Roseville (2015-2024)
- Torrance (2017-2024)
- Santa Clara (2020-2024)
- Costa Mesa (2019-2024)
- Ventura (2012-2024)
- Rancho Simi PRD (2020)

POPULATION 50-100,000

- Hemet (2021-2023)
- San Leandro (2016-2022)
- Lake Forest (2019-2024)
- Newport Beach (2022-2024)
- Milpitas (2018-2024)
- Novato (2019-2024)
- Cathedral City (2020-2023)
- Lincoln (2019-2023)
- Placentia (2021)

STATEMENT OF QUALIFICATIONS

- Palm Desert (2023)
- Watsonville (2022-2023)
- Pleasant Valley PRD (2022)

POPULATION 25-50,000

- Azusa (2015-2022)
- Campbell (2018-2023)
- Bell Gardens (2020-2021)
- La Quinta (2012-2023)
- Moorpark (2022)
- Bell (2014-2023)
- Lawndale (2020)
- Brawley (2023)
- Wasco (2020-2023)

POPULATION 15-25,000

- Seal Beach (2019-2023)
- Oakdale (2020)
- Calabasas (2023)
- Shafter (2017-2021)
- Oroville (2021)

- Pinole (2022-2023)
- Laguna Woods (2013-2022)
- Rancho Mirage (2019-2021)
- Kerman (2022)
- El Dorado County (2018)

POPULATION <15,000

(COMPARABLE SCALE TO MCFARLAND)

- McFarland (2020)
- Palos Verdes Estates (2018-2021)
- Larkspur (2016-2023)
- Grover Beach (2021)
- Morro Bay (2022-2023)
- Sebastopol (2019-2023)
- Ojai (2016-2019)
- Escalon (2017-2023)
- Taft (2021)
- Gustine (2013-2022)
- Solvang (2021)
- Woodside (2019-2023)
- Wheatland (2018-2023)
- Monte Sereno (2018-2020)

A sampling of client references begins on **Page 5**. ClearSource has enthusiastic references from other public agencies across California. Should additional references or sample reports be desired, we will furnish them immediately upon the City's request.

This section continues on the following page.

STATEMENT OF QUALIFICATIONS

EXHIBIT 1 | SAMPLING OF COST OF SERVICE TOPICS STUDIED RECENTLY

Cost of Service Category	Sampling of Cities Served by ClearSource In the Last 24 Months											
In all cases, ClearSource delivered publishable and working master schedule of fees and supporting cost of service models in Microsoft Excel, enabling our clients to manage fees between comprehensive studies.	City of Huntington Beach, CA	City of La Quinta, CA	City of Lake Forest, CA	City of Larkspur, CA	City of Lincoln, CA	City of Novato, CA	City of Rancho Mirage, CA	City of Roseville, CA	City of Santa Clara, CA	City of Torrance, CA	City of Ventura, CA	City of Wasco, CA
	Community Development											
	Planning	x	x	x	x	x	x	x	x	x	x	x
	Land Development	x	x	x	x	x	x	x	x	x	x	x
	Building & Safety	x	x	x	x	x	x	x	x	x	x	x
	Public Safety											
	Fire Prevention & Operations	x	x			x		x	x	x	x	
	Emergency Medical Services							x		x		
	Police	x	x			x	x	x	x	x	x	
	Animal Control							x		x		x
	Public Works											
	Infrastructure & Operations	x	x	x	x	x	x	x	x	x	x	
	Engineering	x	x	x	x	x	x	x	x	x	x	x
	Utilities	x				x		x	x	x	x	x
	Community Services											
	Parks & Community Spaces	x	x	x	x	x	x		x	x	x	x
	Recreation Programs		x	x	x				x	x	x	x
	Community Centers & Libraries	x	x	x		x			x	x	x	x
	Facility Use and Rentals	x	x	x	x	x	x		x	x	x	x
	Special Events	x	x	x		x	x	x	x	x	x	
	Film Permitting	x	x	x	x		x	x		x	x	
	Administration & Governmental											
	Business Licensing					x	x	x				x
	Clerk / Public Records	x	x	x	x	x	x	x	x	x	x	
	Indirect Cost Rates & Charges	x	x	x	x	x		x	x	x	x	x
	Fully Burdened Hourly Rates	x	x	x	x	x	x	x	x	x	x	x
	Trending Topics											
	Vacation Rentals		x				x	x				x
	Cannabis Retailers		x				x					x
	Electric Vehicle Charge Stations			x			x					
	NPDES	x	x						x	x	x	
	Technology Enhancement	x	x		x	x	x		x	x		x

STATEMENT OF QUALIFICATIONS

CLEARSOURCE REFERENCES

ClearSource submits the following references for our recent service to these California public agencies **comparable in scale and/or type of necessary consulting** and analysis requested by the City of McFarland.

City of Novato, California

COMPREHENSIVE COST OF SERVICES STUDY AND COST ALLOCATION PLAN STUDY

Contract: 2020 | Recent Update: 2023

Amy Cunningham, Finance Director

Phone: 415.899.8918

Email: acunningham@novato.org

Cost of service analysis and master fee schedule development for user and regulatory fees, including for: building, code enforcement, short-term rental licensing, planning, engineering and encroachment, electric vehicle charging, police, recreation facility and field rentals, and administration.

City of Lincoln, California

CITYWIDE USER FEE STUDY & OVERHEAD COST ALLOCATION PLAN

Contract: 2019 | Recent Update: 2023

Nita Wracker, Finance Director

Phone: 916.434.2400

Email: Nita.Wracker@lincolncalifornia.gov

Full cost allocation plan and cost of service analysis supporting the Citywide master fee schedule for services including: building, planning, engineering, public services, code enforcement, special events, fire prevention, police, library, airport, administration, business licensing, facility rentals, park/field use, aquatics, and hourly billing.

City of Campbell, California

COMPREHENSIVE CITYWIDE USER/REGULATORY FEE STUDY AND OVERHEAD COST ALLOCATION PLAN

Contract: 2019 | Recent Update: 2023

City of Campbell, California (cont.)

Will Fuentes, Finance Director

Phone: 408.866.2113

Email: willf@campbellca.gov

Cost of service analysis and master fee schedule development for services including: planning, land development, engineering, fire, police, parking, code enforcement, community space and facility rentals, administrative services, special events, and direct billing.

City of Cathedral City, California

USER FEE STUDY & COST ALLOCATION PLAN

Contract: 2021-22 | Recent Update: 2023

Stone James, Economic Development Director

Phone: 760.770.0336

Email: sjames@cathedralcity.gov

Cost of service analysis and master fee schedule development for services including: administration, business license and inspection, cannabis business licensing and permitting, building and safety, code compliance, engineering and encroachment, fire prevention, planning, police, short-term rental permitting, and hourly billing.

City of Seal Beach, California

COST ALLOCATION PLAN AND COST RECOVERY SCHEDULE (FEES)

Contract: 2019 | Update: 2022

Barbara Arenado, Finance Director

Phone: 562.431.2527

Email: barenado@sealbeachca.gov

Full cost allocation plan and Citywide Master Fee Schedule, including: administration, building, planning, engineering and encroachment, utilities (non-rate), police, animal control, parking, recreation, lifeguards and aquatics, special events, filming, business licensing, miscellaneous, and direct billing

STATEMENT OF QUALIFICATIONS

CLEARSOURCE TEAM STAFF QUALIFICATIONS

TEAM ORGANIZATION | In our work with the City of McFarland, the User Fee Study will be led start-to-finish by Terry Madsen. As our Project Manager, he will conduct all meetings, present all reports, and oversee development of all analysis and outcomes. Analytical and strategic support will be provided only by skillful, senior-level professionals: Jeanette Hahn and David Schroeder, as described by **Exhibit 2**.

SOLE PROVISION OF SERVICES | All services identified under the City's Scope of Work for the User Fee Study will be completed by ClearSource personnel. We are entirely qualified and fully resourced to complete the studies within our existing firm organization. No services will be subcontracted to other firms, nor will any subconsultants or

subcontractors be used to supplement ClearSource staff and capabilities.

EXHIBIT 2 | PROJECT TEAM STRUCTURE



PROJECT MANAGER / PRIMARY CONTACT

We introduce **Terry Madsen as our Project Manager and primary contact person for the City of McFarland**. Terry is highly regarded by his clients. Please reach the following agency leaders to discuss their experience working with him:

- ➔ Monica Radeva, City Clerk
CITY OF LA QUINTA, CA
Phone: 760.777.7035
Email: mradeva@laquintaca.gov
- ➔ Sheila Poisson, Finance Director
CITY OF TORRANCE, CA
Phone: 310.618.5854
Email: spoisson@torranceca.gov
- ➔ Cathy Orme, Administrative Services Director
CITY OF LARKSPUR, CA
Phone: 415.927.5019
Email: corne@cityoflarkspur.org
- ➔ Derek Tisinger, Division Chief (Fire Dept.)
COUNTY OF KERN, CA
Phone: 661.330.0218
Email: dtisinger@kerncountyfire.org

CONTACT | Phone Terry at **831.288.0608** or email to tmadsen@clearsourcefinancial.com.



TERRY MADSEN
**PROJECT MANAGER AND
PRINCIPAL CONSULTANT**
40% of Total Project Hours

PROFESSIONAL EXPERIENCE | Terry Madsen is the President of ClearSource Financial Consulting. For over 23 years, he has provided financial consulting services to local government agencies. In October 2011, Terry founded ClearSource Financial Consulting, a firm dedicated to providing local government agencies with premier financial consulting services. From October 2001 to October 2011 Terry was employed by a competing California firm, NBS. Terry's depth of knowledge includes numerous service areas including user fee studies, indirect cost allocation studies, internal service fund rate studies, water and wastewater rate studies, and special financing district administration.

During his career, Terry has served the following diverse sampling of California agencies, among many others: the Cities of Costa Mesa, Huntington Beach, La Quinta, Laguna Woods, McFarland, Long Beach, Milpitas, Palos Verdes Estates, Rancho Mirage, Roseville, San Leandro, Santa Ana, Santa Clara,

STATEMENT OF QUALIFICATIONS

Sebastopol, McFarland, Torrance, and Ventura; the Counties of El Dorado and Kern; and special districts such as Sacramento Regional Transit and Rancho Simi Recreation and Parks.

Within the past several years, Terry has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- ➔ County of Kern, CA | Project Manager – Fire prevention fees, fire department indirect cost rates
- ➔ City of Lake Forest, CA | Project Manager – Citywide user and regulatory fees, formal cost recovery policy, Citywide indirect cost allocation
- ➔ City of La Quinta, CA | Project Manager – Citywide user and regulatory fees
- ➔ City of Long Beach, CA | Project Manager – Engineering development review fees
- ➔ City of Roseville, CA | Project Manager – Citywide user and regulatory fees, internal service fund rates
- ➔ City of Ventura, CA | Project Manager – Citywide user and regulatory fees, Citywide indirect cost allocation, internal service fund rates

Terry has worked closely with every level of the public body including property owners, community organizations, City Council/Board members, special commissions, agency managers, all members of the agency finance team, directors of every agency department, management analysts, and the direct service staff that are the primary contact points for members of the community, such as inspectors, plan reviewers, operators, maintenance personnel, and records staff.

Terry's experience in performing fee studies includes all phases of the work, from project initiation to completion and presentation of final findings. His efforts include data gathering, conducting interviews with agency staff, model development, report preparation, and presentation and delivery of study narratives. He has analyzed fees for a comprehensive array of municipal services, such as planning, land development, building, fire protection, code enforcement, community services, parks, recreation, administration, general governmental, public infrastructure, utilities, and others.

Terry is a member of the California Society of Municipal Finance Officers. He received his undergraduate degree (Cum Laude) from Cal Poly, San Luis Obispo. He was awarded a Bachelor of Science in Business Administration with a Finance Concentration and an Economics Minor. He received his graduate degree from California State University, San Bernardino. He was awarded a Master of Business Administration with an Entrepreneurship Concentration.

Terry is based in Santa Cruz County and serves ClearSource clientele across California.

PROJECT ROLE | Terry will serve as our Project Manager, responsible for the performance of all study elements and fulfillment of our agreement with the City. He will also be the Principal Consultant for the studies, directing analysis for our staff, performing targeted analysis, troubleshooting, providing quality assurance, facilitating onsite and remote interaction with City staff and leadership, and representing our work in public procedures.

Continuity of Service

As an intentionally structured small firm that believes our size is integral to the way we provide **personalized and high quality service to our client communities**, ClearSource nonetheless is asked by agencies about our plans for ensuring continuity of service if a team member faces personal emergency disruptive to the project. In fact, this is essential to our business and reputation. In addition to our collegiality and cross-discipline synergy, this is one of the key reasons **our staff is comprised only of seasoned professionals** in this area of expertise.

Our consultants are each two or more decades into consulting careers rich with successful project management, direct project performance, and accomplished public engagement for successful implementation of outcomes. For the City of McFarland, in the unlikely event our Project Manager Terry Madsen became unable to complete these services, fellow team member Jeanette Hahn will step into his place, able to perform at equal level, effectiveness, and achievement to Terry.

STATEMENT OF QUALIFICATIONS

SUPPORT STAFF

We introduce the following professionals who will be assigned to the City of McFarland for specific elements within the overall project.



JEANETTE HAHN
SENIOR CONSULTANT
2% of Total Project Hours

PROFESSIONAL EXPERIENCE | Jeanette Hahn is a Senior Consultant for ClearSource Financial Consulting. She has over 23 years of experience advising municipal agencies on equitable and effective costs of service, cost recovery, and strategic financial planning.

Jeanette has analytical and policy expertise in the following subject matter:

- Cost of service analysis and cost allocation for cost recovery opportunities, including user fees, regulatory fees, and contracts/partnerships
- Water, wastewater, reclaimed water, and storm water/drainage utility rates and fees
- Development impact fees and capacity charge nexus analysis/justification
- Economic feasibility/decision analysis
- Long-range financial planning
- Benchmarking

Prior to becoming part of the ClearSource team in 2017, Jeanette succeeded at competing consulting firms. She was Director of Financial Consulting for California-based NBS from 2007 to 2011 and served progressive roles at FCS GROUP from 1997 to 2007, including California Regional Manager from 2004 to 2007. Jeanette stepped down from these executive roles in 2011 to balance family needs.

Jeanette has performed over 250 separate engagements for public agencies of diverse size and situation throughout the Western United States, including in California, Washington, Oregon, Idaho, Nevada, Utah, Montana, and Alaska. She is articulate and agile when working within the legal framework of rate and fee-setting across these states, with particular emphasis on California's Proposition 218 and the state's Mitigation Fee Act.

As an accomplished and highly regarded speaker, Jeanette has earned a reputation for crafting effective and persuasive messages for attaining legislative and public approval of financial plans and accompanying rates and fees. Her skills have been deployed frequently in municipal work to defuse contentious or actively contested matters. Furthermore, she has been repeatedly invited to present in educational and industry forums, such as the California Society of Municipal Finance Officers, League of California Cities, Association of California Water Agencies, and California Special Districts Association, among many others.

Within the past several years with ClearSource, Jeanette has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Milpitas, CA | Senior Consultant – Citywide indirect cost allocation plan, Citywide fully burdened hourly labor rates
- County of Kern, CA | Senior Consultant – Fire department indirect cost rates
- City of Santa Clara, CA | Senior Consultant – Citywide indirect cost allocation plan, parks and recreation cost recovery public outreach
- Rancho Murieta Community Services District, CA | Senior Consultant – recycled and raw water rates, indirect cost allocation plan
- City of Huntington Beach, CA | Senior Consultant – Citywide user and regulatory fees, indirect cost allocation plan
- City of Ventura, CA | Senior Consultant – Citywide indirect cost allocation plan

Jeanette holds a Bachelor of Arts in Economics with a Public Finance concentration from the University of Washington, Seattle.

PROJECT ROLE | Jeanette will provide senior level analysis, including framework of quantitative models, strategic positioning in targeted subjects, and quality assurance/quality control. Jeanette is also well able to ensure our team's continuity of service commitments for overall project management.

STATEMENT OF QUALIFICATIONS



DAVID SCHROEDER
SENIOR CONSULTANT

58% of Total Project Hours

PROFESSIONAL EXPERIENCE | David

Schroeder is a Senior Consultant for ClearSource Financial Consulting. He has served the public sector for more than 18 years, focusing on recovery of municipal service costs, particularly within the varied structures of California special financing districts used by cities, counties, and special purpose districts across the state.

David's technical expertise is centered on large-scale and complex database analysis on multiple platforms, geographic information systems and science (GIS), and auditing of records and systems. Project areas in which David applies these skills for public sector clients have included:

- Special financing district administration, formation, annexation, auditing, and continuing disclosure reporting.
- Advanced GIS, including design and analysis to support district formation, annexation, Proposition 218 procedures, rate studies, and development impact fee analysis.
- Solutions generation for complex issues facing municipal clients, including fund close-outs, independent auditing of special financing districts, design and administration of refund programs, and data-driven public outreach.

David's expertise has supported a variety of public services including: lighting and landscaping, public safety, public facilities and maintenance services, and other municipal activities spanning general and special benefit. He is conversant in and has trained

client agencies on GIS, including systems such as ESRI ArcGIS and the creation and usage of GIS web applications on the platform.

Within the past several years with ClearSource, David has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Santa Ana, CA | Senior Consultant – Citywide indirect cost rates and charges, internal service fund rates
- City of Lincoln, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Placentia, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Solvang, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Hemet, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Seal Beach, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation, budget analysis of labor allocations

David earned a Bachelor of Science in Business Administration, concentrating in Accounting Information Systems, from California State University San Bernardino. He is also certified from the University of West Florida's Graduate Geographic Information Science program.

PROJECT ROLE | David will provide large scale data analysis, financial modeling, and research in support of analytical tasks in both cost allocation and fee-oriented cost of service efforts.

PROJECT UNDERSTANDING

Nature of the Project

The City of McFarland is engaging a consultant to conduct a **User Fee Study**. This type of study is focused on the ethic of “the costs to serve” as the essential justification for fees in California to be enacted through action by the local governing body. Broadly speaking, the cost of service-based fee study answers:

- What are the full costs – direct and indirect/administrative – of services provided to the community, which currently have or may be eligible for a user or regulatory fee?
- What are the cost recovery targets or policies of the agency as to the amounts that should be paid for those who request or cause these services?
- What structure of fee ensures a reasonable relationship between a fee amount paid and the underlying costs to serve?
- What is the impact to the source funds of changes to user/regulatory fees?

Fee-Based Services Expected for Study

ClearSource has reviewed the City’s prevailing Master Fee Schedule, and **we expect the following fees to be included in the project, with additional identification of service categories inside these fee topics expected to be added as a normal course of this type of study:**

- Building
- Planning
- Land Development Engineering and Encroachment Permits
- Technology Enhancement Fee
- General Plan Update Fee
- Training Fee
- Animal Regulation and Licensing

(Revenue streams excluded from this study due to differing authority, implementation and analytical methods, and approval procedures are: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments,

development impact fees, in-lieu fees, fees intended and codified more as “taxes,” punitive fines/penalties, and general taxes.)

General Approach to Study

The following fundamental components are embedded in the ClearSource approach to a user fee study for California municipalities:

- Adherence to the state’s legal boundaries: **Article XIII C of the California Constitution**, Proposition 218, and Proposition 26, which direct fees be set according to the estimated reasonable cost of service and bear a fair and reasonable relationship to the payer’s burdens on or benefits received from agency service.
- Drafting of a Fee Schedule for participating department/division services, drawing upon existing fee-based service categories and additional services eligible for fee-based cost recovery identified by both staff experience and ClearSource industry experience through the study effort.
- Development of a functionally layered **“full cost of service”** to represent the maximum limit for fees and cost recovery, inclusive of direct and indirect costs of service from participating agency divisions and centralized agency services.
- Valuation of agency time in providing direct services, serving as the basis for fee structures or for direct billing.
- Development of **cost recovery policy and practices**, which optimize the agency’s array of funding sources considering public and private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints.
- Remodeling of any existing fee structures where cost profiles or agency operations necessitate change for improved recovery or more efficient or accurate collections.
- Full support and flexibility to complete the administrative record and pursue successful adoption and implementation of fee proposals.

SCOPE OF SERVICES

- ➔ Reflection of **local values**, including internal perspectives and practices and existing legislative policy or common direction.
- ➔ **Adherence to committed schedule** as a critical factor in supporting City priorities and fostering broad satisfaction with the project.
- ➔ **No limit on number and format of events** needed to bring the project within this identified Scope of Services to successful completion.
- ➔ Delivery of **tools designed to be used actively** and essential to the City's ongoing successful update and maintenance of user fee outcomes.

WORK PLAN

ClearSource presents the following work plan to complete the scope of services envisioned by the City of McFarland for the User Fee Study. The City's required services and deliverables are included in task descriptions.

Task 1. Study Orientation

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:	ClearSource will generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development processes. Most significantly, we will examine prevailing fees for known issues and to discuss initial and potential modifications to fee structures, practices, and policies. We will assess prevailing fees and methods to understand effectiveness of current structures, including perceived cost recovery, perceived equity, alignment of fee categories with the manner in which work is performed, perceived competitiveness in the region, and feasibility or accuracy of billing within current capabilities. We will draft initial user/regulatory fee structures, where remodeling is predicted, to direct downstream data development steps.
EVENTS:	Meeting with City project management team; meeting(s) with individual direct service providers overseeing fee categories under review, if different from project management team

Task 2. Fee Schedule Development

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:	Drawing from existing City fee listings, collaboration with City staff, and consultant industry experience, ClearSource will outline a targeted schedule of service categories for which fees will be analyzed and developed. Efforts will use departmental staff time to review and discuss their experience with existing fees (amounts, structures, and practices) and provide sample fee categories and structures from other agencies in ClearSource's experience.
EVENTS:	Meetings with individual direct service providers to discuss fee-based services (may be combined with event(s) in Task 1)
DELIVERABLE:	Draft outline for the Fee Schedule (service categories)

Task 3. Financial and Labor Time Inputs

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:	ClearSource will develop the necessary foundation for subsequent quantitative analysis, with focus on preparing the body of data that will inform every downstream element of the fee study. To develop financial inputs, we will gather and model financial data including: current and historical fee revenues, personnel and contractor costs and organization, adopted line-item expenditures, forecasted periodic outlays, and allocated indirect costs via existing plan or surrogate developed for this study. To develop and test labor time inputs, based on prevailing and future business processes, we will gather and develop expressions of time by utilizing any existing labor time-tracking data; conducting interviews to estimate a distribution of annual time across core functions of service; developing service time questionnaires linked to remodeled fee structures to estimate average or range of service times for fee-based services; applying industry
---	--

SCOPE OF SERVICES

experience to populate under-developed or unavailable time estimates; analyzing any existing data sets that inform workload/activity/use levels and project profiles; and reconciling annual time, service time estimates, and service volumes to test reasonableness of critical assumptions.

EVENTS: Meetings with individual direct service providers to develop critical inputs (may be combined with event(s) in Task 2)

DELIVERABLES: Labor time profiles for fee-based service categories with applicable reasonableness testing

Task 4. Labor Time Valuation

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will develop fully burdened hourly labor rates in each department/division participating directly in the provision of services associated with a fee under review. Rates will be built to encompass labor costs, non-labor operating costs, departmental and/or divisional administration, Citywide central services/general administration, and periodic investments. Rates will be expressed by function of direct and indirect service within each department/division, where applicable and to enable cost recovery considerations for certain fee categories. Rates may be expressed as composite for the department/division, for the position class, and/or by individual position.

DELIVERABLE: Fully burdened hourly rates for departments, divisions, and/or position classes

Task 5. Fee Structure Design

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will apply the outcomes from Tasks 1 through 4 – an assessment of existing fees and interaction with City staff to understanding current practices and work flow – to ensure cost of service analysis aligns with the fee structures recommended from that work, which may include elements of prevailing fees, recommendations based on prevailing business processes, system capabilities, and relevant market or industry practices applicable to City work flow. We will prepare a working model of a master fee schedule to guide subsequent analysis.

DELIVERABLE: Working model for the Fee Schedule (service categories and fee structure)

Task 6. Cost of Service Analysis

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will prepare a cost of service model to join fully burdened hourly labor rates, time estimates associated with current work flow and business processes, and existing or any redesigned fee structures, in order to calculate the full unit cost of service associated with each fee category and layers within them. The full cost of service informs the maximum fee amount allowed under California framework for establishing user/regulatory fees by City Council action. The full cost of service at the fee or programmatic level is composed of direct labor and non-labor costs, indirect labor and non-labor costs, periodic outlays of direct or indirect benefit, departmental overhead, and Citywide overhead. Analysis will include modeling of activities with under-developed or no fee imposed but where one is warranted and practical to improve the City's cost recovery from private benefit activities.

DELIVERABLES: Activity-level/unit costs of service and current recovery performance of the full cost

Task 7. Cost Recovery Policy and Impact Analysis

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

ClearSource will recommend cost recovery targets for fee-based services or work with City staff in developing cost recovery policy to inform final fee amounts, particularly where full cost recovery is deemed unfeasible. Development of cost recovery policy and practices will optimize the City's array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints. We will review and recommend where warranted associated fee practices, including waivers, discounts, deposit amounts, fee/deposit collection practices, and economic incentive practices. To the degree a multi-year approach may be warranted for achieving cost recovery targets, ClearSource will develop options and recommended approach for implementation.

ClearSource will develop a publishable fee schedule for the City, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to the public and to other City departments, who may have responsibility for maintaining Citywide schedules of fees. The fee schedule developed can also include a tool for subsequent annual inflationary adjustments to the established fee structures between comprehensive cost of service studies. To the extent existing data systems enable it, revenue estimates from proposed fees based on historical or projected performance will be attempted, and we will compare prior fees in targeted service categories to assist in explaining impacts of notable changes. ClearSource will prepare a comparison of fees to other municipalities in targeted service categories as needed, likely by creating profiles for an array of "typical" uses in addition to one-for-one comparisons.

DELIVERABLES: Cost recovery policy framework and accompanying proposed Fee Schedule, including comparisons and revenue impacts; direction on subsequent fee adjustments to meet cost recovery targets; and tool for subsequent annual inflation-based management of fees between comprehensive studies

Task 8. Reporting, Administrative Record, and Deliverable Tools

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

ClearSource will prepare the administrative record for pursuing implementation of revised fees. This focuses on the draft and final reports of cost of service findings, including assumptions, critical data, and discussion of expected impacts. Analytical detail will be included, as well as executive summary and infographics useful in public presentation and legislative processes. We will deliver the editable analytical models used to develop fees, including the detailed working master fee schedule and its streamlined, user-friendly publishable version. ClearSource will also provide presentation/summary materials for communicating proposals and assistance with both the staff report and public hearing noticing, as well as content for enacting legislation. ClearSource will provide a training session and appropriate documentation for the City's future maintenance of master fee schedule.

DELIVERABLES: Master Fee Schedule (including any subsequent year adjustments to meet cost recovery targets); Microsoft Excel-based and editable analytical models to calculate cost of service based fees; comprehensive report identifying detailed full costs of service (direct and indirect), current and recommended cost recovery, revenue impacts of recommended fees, and comparison of fees to other cities; report in bound paper copies and digital file; training for City staff in future management of fees and deliverable models

SCOPE OF SERVICES

Task 9. Review, Engagement, and Approval

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: Throughout the study and at its concluding stages, ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and City Councilmembers or other City Commission(s) to ensure applicable and sustainable outcomes and wide understanding of impacts. **ClearSource does not impose limits on number of engagements** within our defined work plan and to usher study outcomes to successful implementation. This engagement can additionally include planned events with City stakeholders, should the City deem it necessary.

EVENTS: Meetings with City project management team; meetings with individual direct service providers with fees under review, meeting with any applicable stakeholders; meetings with City Council and/or other City commission or committee); public hearing(s)

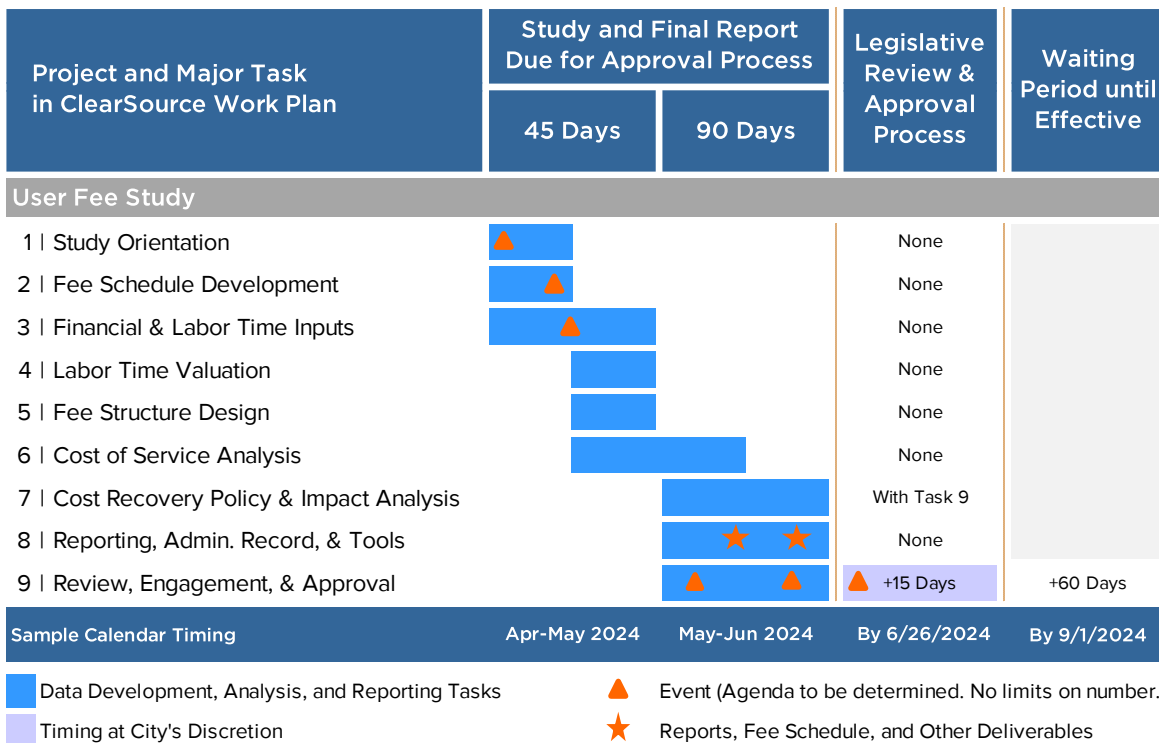
PROJECT SCHEDULE

ClearSource forecasts to **deliver final events for the User Fee Study 90 days from project commencement.**

Exhibit 3 illustrates a timeline for consulting task completion, delivery of reports, and approval procedures. We anticipate a start date of April 1 for

the study and a **public hearing during City Council meeting on June 26, 2024.** If approved, the complete schedule of user and regulatory fees will take effect 60 days later, no later than September 1, 2024.

EXHIBIT 3 | PROJECT TIMELINE BY CLEARSOURCE WORK PLAN TASK



PROJECT BUDGET

Maximum Price

TOTAL COST | ClearSource has developed the work plan and schedule described earlier and designed to deliver a successful User Fee Study to the City of McFarland. To complete that project, **ClearSource proposes a total maximum cost for this contract at \$18,500.**

NOT-TO-EXCEED FEE | ClearSource commits to finish the project as described in our work plans without change orders. This is our standard practice. **We do not request contract amendments for additional meetings, extra analytical scenarios, or any extended work to aid City staff or Council consideration.** These are *normal* occurrences in these types of studies and part of the standard effort required to usher study findings to successful conclusion. Our proposed price is set to accomplish the work thoroughly without upward risk to the City.

Consulting Fee Detail

CONSULTANT FEE BY TASK | The maximum consulting fee presented here is based on the ClearSource team's experience with other similarly scoped and scaled California cities in past studies: careful review of the City of McFarland's existing potential fee categories for study, service provisions, organizational structure, and apparent financial performance, noting the breadth of City services that will fall under review in this effort. Our proposal ensures that all user/regulatory fees eligible for the prescribed methodologies can be analyzed without shortcuts or explanations for non-analysis and that the process is carried through to successful implementation of feasible outcomes.

Exhibit 4 on the following page illustrates the detail behind our presented maximum price for the User Fee Study. This includes our estimated consultant labor time paired with hourly billing rates by task described in the ClearSource work plan.

PROFESSIONAL RATES | The proposed consulting fee presented is based on assumed time to complete the scope of services paired with hourly billing rates for ClearSource consultants. The schedule of hourly billing rates for all positions contemplated in this project is as follows:

➡ Rates fixed through September 30, 2024:

- Project Manager: \$185 per hour
- Principal Consultant: \$185 per hour
- Senior Consultant: \$185 per hour

DIRECT EXPENSES | ClearSource does not bill clients for ordinary direct expenses, such as travel and document production. All costs incurred by ClearSource to complete the City's project as currently scoped are embedded in our professional rates. The City's project does not contemplate and include extraordinary expenses such as mailing or polling as part of the consultant's required deliverables; therefore, no cost above the billed time of our professionals is proposed in our consulting fee.

Rates for Additional Services

Should the City seek an amendment to the contract to add consulting services it did not contemplate in its original scope of services as of this submittal date, ClearSource will estimate an additional consulting fee using the professional rates listed above.

As emphasized earlier, **ClearSource will not request contract amendments to compensation to handle normal fluctuations in the scope of services** already defined, such as unplanned meetings, scenarios, or elongated review processes. An example of a situation when "added services" would apply is adding a cost allocation plan to the project.

Manner of Payment

ClearSource will issue monthly progress reports to the City. Accompanying monthly invoices will be based on progress recorded to the project

FEE PROPOSAL

following the major tasks described in the Work Plans. We will not invoice for tasks not yet completed, and we will not submit a final invoice

for the study until work is completed. Total invoices issued over the course the study will not exceed the maximum price presented here.

EXHIBIT 4 | CONSULTANT TIME AND FEE BY STUDY TASK

Project Element and Major Task	ClearSource Labor			Total Project	
	Project Manager	Senior Consultant	Senior Consultant	Labor Hours	Consulting Fee
	Madsen	Hahn	Schroeder		
Professional Hourly Rates:		\$185	\$185	\$185	
User Fee Study					
1 Study Orientation	2	0	2	4	\$ 740
2 Fee Schedule Development	2	1	2	5	\$ 925
3 Financial & Labor Time Inputs	4	0	12	16	\$ 2,960
4 Labor Time Valuation	2	0	4	6	\$ 1,110
5 Fee Structure Design	6	1	4	11	\$ 2,035
6 Cost of Service Analysis	6	0	18	24	\$ 4,440
7 Cost Recovery Policy & Impact Analysis	6	0	8	14	\$ 2,590
8 Reporting, Admin. Record, & Tools	4	0	4	8	\$ 1,480
9 Review, Engagement, & Approval	8	0	4	12	\$ 2,220
GRAND TOTAL NOT TO EXCEED	40	2	58	100	\$ 18,500



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Second Reading and Adoption Ordinance No. 002-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, AND 060-420-13 (Annexation 19).

SUMMARY:

The City of McFarland received an application from Milicic Farming, LLC requesting an approval of a proposed Annexation 19 back in early 2023. In September of 2023, Planning Commission and City Council approved General Plan Land Use Map amendment, Pre-Zoning Map, and Initiation of Annexation 19. The City of McFarland received a request from the applicant to amend the previously approved Pre-Zoning map for APN: 060-420-14, 060-420-20, 60-420-21, 060-420-24, 060-420-23, and 060-420-13.

Milicic Farming LLC's Pre-Zoning Amendment request is on approximately 53 acres generally located West of Garzoli Avenue, South of Perkins Avenue, and West of the 99-Highway. Their request is to incorporate Commercial (C-2), Residential (R-1, R-4, R-1-5, E), and Park (P) zones. The City of McFarland initiated an Initial Study that resulted in the preparation of a Negative Declaration. An addendum was produced to incorporate the changes requested in this Pre-Zoning amendment.

The City Council introduced the Ordinance on February 29, 2024 and approved first reading. This action confirms second reading and adoption.

FINANCIAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Second Reading and Adoption Ordinance No. 002-2024

ATTACHMENTS:

1. Ordinance No. 0002-2024 Attachment A (6)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, AND 060-420-13

Section 1. Recitals

WHEREAS, Milicic Farming LLC filed an application proposing to amend the City of McFarland zoning map by pre-zoning approximately 53 acres generally bound by the west of the City's limit, on the West of Garzoli Avenue and to the South of Perkins Avenue.

WHEREAS, the Pre-Zoning will incorporate Commercial (C-2), Residential (R-1, R-4, and R-1-5, E), and Park (P) Zone; and

WHEREAS, the Pre-Zoning Map will include Assessor's Parcels 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, and 060-420-13; and

WHEREAS, the City of McFarland Zoning Map is hereby amended as reflected in Exhibit "A" and attached hereto and by this reference made a part hereof.

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

Section 1. The Recitals set forth above are true and correct and incorporated herein.

Section 2. The pre-zoning of Assessor's Parcels 060-420-14, 060-420-20, 060-420-21, 060-420-24, 060-420-23, and 060-420-13 is approved in accordance with the map shown in Attachment A.

Section 3. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 6. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 2/29/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 3/14/2024 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 March 14, 2024.

ATTEST:

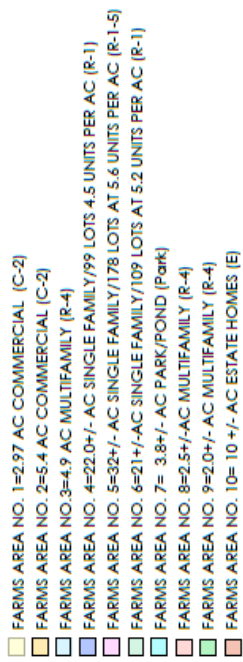
Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk

Exhibit A

Pre-Zoning Map





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Second Reading and Adoption Ordinance No. 004-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20 (Annexation 20).

SUMMARY:

The City of McFarland received an application from David M. Snell requesting an amendment to the General Plan Land Use Map for their parcel at APN: 060-090-24, 060-090-25, and 060-090-20. Snell's request is on approximately 155.15 acres generally located West of Garzoli Avenue, South of Taylor Avenue, and East of Stradley Avenue. Their request is to change the General Plan designation from Agriculture to Residential. This request also includes amending the McFarland Zoning Map by pre-zoning approximately 174.70 acres that includes the 155.15 acres previously mentioned. The Pre-Zoning will incorporate Residential (R-1) zoning. The Pre-Zoning request is for parcels at APN: 060-090-24, 060-090-06, 060-090-25, and 060-090-20. The City of McFarland reviewed the application and initiated an Initial Study that resulted in the preparation of a Negative Declaration. The applicant's request comes with a letter of intent for future residential development from Leora, LLC. The same developer is currently building 350 homes to the East of the applicant's property.

On February 29, 2024 the City Council introduced Ordinance 004-2024. Tonight's action will adopt the Ordinance and advance the annexation request to LAFCO.

FINANCIAL IMPACT:

Some fiscal impact will be generated by the construction of new homes and the addition of new residents.

RECOMMENDATION:

City Council waive reading of Ordinance in its entirety and adopt Ordinance 004-2024

ATTACHMENTS:

1. Ordinance No. 0003-2024 (5)

ORDINANCE NO. 0003-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR’S PARCELS 060-090-24, 060-090-06, 060-090-25, AND 060-090-20

WHEREAS, David M. Snell filed an application proposing to amend the City of McFarland zoning map by pre-zoning approximately 174.70 acres generally bound by the west of the City’s limit, on the West of Garzoli Avenue, South of Taylor Avenue, East of Stradley Avenue, and North of Hanawalt Avenue.

WHEREAS, the Pre-Zoning will incorporate Residential (R-1) Zoning; and

WHEREAS, the Pre-Zoning Map will include Assessor’s Parcels 060-090-24, 060-090-06, 060-090-25, and 060-090-20; and

WHEREAS, the City of McFarland Zoning Map is hereby amended as reflected in Exhibit “A” and attached hereto and by this reference made a part hereof.

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

Section 1. The Recitals set forth above are true and correct and incorporated herein.

Section 2. Environmental Quality Act. Pursuant to the California Environmental Quality Act (CEQA), the State Guidelines Section 15162(a) the lead agency prepared an Initial Study/Negative Declaration to adequately identify the environmental impacts of the Project as reflected in Exhibit “B”;

Section 3. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 6. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on the 22nd day of February 2024, by the following vote:

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

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Amador Ayon				
Anita Gonzalez				
Maria Pérez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on _____, 2024.

ATTEST:

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

[illegible]

Exhibit B

Initial Study and Negative Declaration



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: APPROVAL OF RESOLUTION NO. 2024-28 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE CITY OF MCFARLAND 401(k) PROFIT SHARING PLAN

SUMMARY:

The City of McFarland operates a 401(k) Profit Sharing Plan for its employees, providing them with a valuable retirement savings option. The plan is overseen by designated trustees who are responsible for ensuring its proper administration and compliance with legal requirements.

Currently, the trustees of the City of McFarland 401(k) Profit Sharing Plan are Diego Viramontes, the City Manager, and Kenny Williams, former City Manager. However, Mr. Williams retired and vacated his City Manager role on 2/29/2024. Consequently, it is necessary for the City to assign a new trustee who is an active employee and privy to confidential personnel data.

FINANCIAL IMPACT:

The financial impact is an amendment fee in the amount of \$250.00

RECOMMENDATION:

Staff recommends amending the City of McFarland 401(k) Profit Sharing Plan to remove Mr. Kenny Williams as trustee and add Ms. Serrena McCuan, Human Resources Director, as trustee for the plan. This change ensures that the plan continues to be overseen by individuals who are actively engaged in the management of City affairs and are equipped to handle confidential personnel data.

ATTACHMENTS:

None

RESOLUTION NO. 2024-28

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE
CITY OF MCFARLAND 401(K) PROFIT SHARING PLAN**

WHEREAS, the Company wishes to amend the City of McFarland 401(k) Profit Sharing Plan;
and

WHEREAS, the Company hereto entered into a Plan and Trust agreement effective 01/01/96;
and

WHEREAS, it is the desire of the Company hereto to amend said plan effective March 14, 2024,
hereinafter provided; and

WHEREAS, such an amendment will not adversely affect the benefits already accrued to the
participants under said Plan.

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

1. The City Council hereby approves the amendment of the City of McFarland 401(k) Profit Sharing Plan to remove Mr. Kenny Williams as trustee and add Ms. Serrena McCuan, Human Resources Director, as trustee effective March 14, 2024.
2. The City Manager is authorized to take all necessary actions to effectuate this amendment, including executing any documents required for the proper administration of the plan.
3. The City Clerk is directed to provide a copy of this resolution to all relevant parties and to maintain it as a permanent record of the City of McFarland.
4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 14, 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. 10.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: RECEIVE AND FILE - CITY OF MCFARLAND HAZARD MITIGATION PLAN UPDATE

SUMMARY:

The City of McFarland is currently updating the Hazard Mitigation Plan. The Plan identifies potential hazards for the City and outlines measures that would be taken to mitigate damage from such hazards. The plan is a federal and state requirement and makes the City eligible for grants from the California Governor's Office of Emergency Services (CAL OES) and the Federal Emergency Management Agency (FEMA). The city's most recent local hazard mitigation plan expired in December of 2021

On January 26, 2023, the Council adopted Resolution No. 2023-0007 awarding the contract to Dynamic Planning + Science for an updated Local Hazard Mitigation Plan, funded by grant funds.

The draft Hazard Mitigation Plan is now available for public comment, a draft of which is attached. [McFarland – HMP Draft – Mitigate Hazards](#). Concurrent with the public review period, the draft is being submitted to the Cal OES and FEMA. Once accepted by Cal OES and FEMA, the final plan will be brought back before Council for final adoption and transmitted to the County for inclusion in the Kern County Multi Jurisdiction HMP.

FINANCIAL IMPACT:

Upon final approval, the HMP allows the City to submit grant requests for project funding that mitigates the hazards identified in the plan such as flooding mitigation.

RECOMMENDATION:

Information item only.

ATTACHMENTS:

1. Public Review Version Haz Mit Plan_City of McFarland



KERN COUNTY

MULTI-JURISDICTION HAZARD MITIGATION PLAN

PARTICIPATING JURISDICTION ANNEX

MUNICIPALITY



CITY OF MCFARLAND



INTENTIONAL BLANK PAGE



Kern County

Multi-Jurisdiction Hazard Mitigation Plan

CITY OF MCFARLAND (MF.)

Municipal Participating Jurisdiction Annex

Adoption Record.....	v
Section 1. City of McFarland	1-1
1.1 Planning Methodology.....	1-1
<i>1.1.1 Public Engagement Strategy</i>	<i>1-2</i>
1.2 What's New	1-3
<i>1.2.1 Mitigation Successes</i>	<i>1-3</i>
1.3 Risk Assessment.....	1-6
<i>1.3.1 Hazard Identification and Screening</i>	<i>1-6</i>
<i>1.3.2 Hazard Risk Ranking</i>	<i>1-8</i>
<i>1.3.3 Community Profile</i>	<i>1-10</i>
<i>1.3.4 Population and Asset Inventory</i>	<i>1-20</i>
<i>1.3.5 Past and Future Development</i>	<i>1-24</i>
<i>1.3.6 Vulnerability to Specific Hazards.....</i>	<i>1-26</i>
<i>1.3.7 Identify Hazard Problem Statements</i>	<i>1-41</i>
1.4 Mitigation Strategy	1-48
<i>1.4.1 Capabilities Assessment</i>	<i>1-48</i>
<i>1.4.2 Mitigation Actions.....</i>	<i>1-54</i>

List of Figures

Figure 1-1: McFarland Community Garden and Trail (source: CalTrans District 6)	1-4
Figure 1-2: City of McFarland Risk Assessment Matrix	1-9
Figure 1-3: Geographic Overview	1-10
Figure 1-4: Monthly Normals for Temperature and Precipitation, 1991-2020 in Delano, California.....	1-11
Figure 1-5: Estimated Population, 2008 to 2021	1-12
Figure 1-6: Home Ownership Rate (% Total Housing Units) by Block Group.....	1-14
Figure 1-7: Median Household Income by Block Group.....	1-15
Figure 1-8: Poverty Rate by Block Group.....	1-15
Figure 1-9: Race and Ethnicity	1-17
Figure 1-10: CDC Social Vulnerability Index (SVI) by Census Tract	1-19



Figure 1-11: City of McFarland - Critical Facilities.....	1-22
Figure 1-12: City of McFarland - Flood Vulnerability & Exposure Snapshot.....	1-30
Figure 1-13: UCERF3 Fault Probabilities for Kern County.....	1-33
Figure 1-14: Earthquake Shaking Potential for Kern County	1-35
Figure 1-15: City of McFarland - S. San Andreas Mojave N. Vulnerability & Exposure Snapshot	1-36
Figure 1-16: U.S. Drought Monitor Categories for Kern County, January 2000 - September 2023	1-38
Figure 1-17: City of McFarland - Subsidence Exposure Snapshot.....	1-39
Figure 1-18. Guidance for Problem Statements	1-41
Figure 1-19. Mitigation Action Key	1-54

List of Tables

Table 1-1: Planning Committee Members	1-2
Table 1-2 Cancelled Mitigation Actions.....	1-3
Table 1-3 Completed Mitigation Actions.....	1-3
Table 1-4. Hazard Prioritization Crosswalk.....	1-6
Table 1-5: Disaster Declarations in Kern County, 1980 - 2023	1-7
Table 1-6: Renters and Homeowners	1-14
Table 1-7: Median Income and Poverty Rate	1-15
Table 1-8: Households with Seniors and Young Children	1-16
Table 1-9: Spanish-Speaking Households.....	1-17
Table 1-10: Persons with Disabilities and Public Transit Dependence	1-19
Table 1-11: City of McFarland - Critical Facility Counts	1-21
Table 1-12: City of McFarland - Linear Utilities.....	1-21
Table 1-13: City of McFarland - Parcel Counts and Value.....	1-23
Table 1-14: City of McFarland Parcel-Based Hazus Input Values.....	1-23
Table 1-15: NFIP Status Table as of August 2023	1-27
Table 1-16: City of McFarland – Flood Hazard Area Summary	1-29
Table 1-17: City of McFarland - Flood Loss Estimation for Residential Buildings	1-31
Table 1-18: Earthquakes in Kern County >4.5 Magnitude since 2000	1-32
Table 1-19: City of McFarland - Occupied Housing Units by Building Age.....	1-34
Table 1-20: City of McFarland - Frequency of Future Extreme Heat Events under Medium and High Emissions Scenarios	1-40
Table 1-21: Hazard Problem Statements	1-42
Table 1-22. Planning and Regulatory Capabilities Summary	1-49
Table 1-23. Administrative and technical capabilities summary	1-51
Table 1-24. Financial capabilities summary.....	1-52
Table 1-25. Education and outreach capabilities summary	1-53
Table 1-26. City of McFarland Mitigation Actions.....	1-55



Adoption Record

To comply with DMA 2000, the County Board of Supervisors and participating jurisdictions have officially adopted this Kern County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and Volume 2. The adoption of the MJHMP in its entirety recognizes the jurisdictions' commitment to reducing the impacts of natural hazards within the County and Cities. See below record of adoption.



INTENTIONAL BLANK PAGE



Section 1. City of McFarland

This Annex details the hazard mitigation planning elements specific to the City of cFarland, a previously participating jurisdiction in the Kern County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 2020 update effort. This Annex is not intended to be a standalone document, but rather appends to and supplements the information contained in the umbrella plan document (henceforth referred to as "Volume 1"). As such, all sections of the umbrella plan, including the planning process and other procedural requirements, apply to and are satisfied by the City of McFarland. This Annex provides additional information specific to the City of McFarland with a focus on providing additional details on the planning process, risk assessment, local vulnerabilities, and mitigation strategy for this community.

Hazard Mitigation Plan Point of Contact

Primary Point of Contact

Paul Saldana, Community Development Director
City of McFarland
401 W. Kern Avenue
McFarland, CA 93250
Telephone: (661) 792-3091 x 1006
Email Address: psaldana@mcfarlandcity.org

Alternate Point of Contact

Brianahi De Leon, Senior Planner
City of McFarland
401 W. Kern Avenue
McFarland, CA 93250
Telephone: (661) 792-3091 x 2107
Email Address: bdeleon@mcfarlandcity.org

1.1 Planning Methodology

The City of McFarland followed the planning process detailed in Volume 1, Section 3 of the Kern County umbrella document, including participating in the County Hazard Mitigation Planning Committee (HMPC) and formulating their own internal planning team to support local planning and outreach activities. During the 2020 update process, McFarland city staff attended 2 out of 4 of the stakeholder group meetings, and the city was on track to fulfill all the requirements of a participating jurisdiction to the 2020 Kern County MJHMP effort. These efforts were paused in late 2020 in favor of updating the city's HMP from 2016 as a standalone HMP. When the planning process was re-initiated in early 2023, city staff and stakeholders (including representatives from Kern County Office of Emergency Services) collectively made the decision to reintegrate the City of McFarland as an Annex to the original 2020 MJHMP, with the goal of strengthening collaboration between McFarland and its neighboring jurisdictions, including Kern County, in the context of regional mitigation projects.

The 2023 update process for this Annex included 3 additional meetings with internal Planning Committee members to discuss hazard information and mitigation priorities specific to McFarland; as well as a targeted public outreach campaign to survey perspectives from the local community. Internal planning participants and a description of their respective involvement in the planning process are shown in Table 1-1.



Table 1-1: Planning Committee Members

Planning Committee Members	Title	Description of Involvement
City of McFarland		
Paul Saldana	Community Development Director	Steering Committee (2023)
Brianahi De Leon	City Planner	Steering Committee (2023)
Kenny Williams	City Manager	Steering Committee (2023)
Hanna Olsen	CivicSpark Fellow	Participating stakeholder (2023)
Larry Ronk	Interim Community Development Director / Building Official	Participating stakeholder (2023)
Pat Jacobson	Interim Public Works Director	Participating stakeholder (2023)
Florentine Ortiz	Public Works Director	Participating stakeholder (2023)
Brian Knox	Chief of Police	Participating stakeholder (2023)
Alexander Lee	(Inactive) City Planner	Participating stakeholder (2020); attendance at County HMPC #1, #4
Maria Lara, M.A.	(Inactive) City Manager	Participating stakeholder (2020); attendance at County HMPC #1, #4
McFarland Recreation & Park District		
Jeff Nickell	District Manager	Participating stakeholder (2023)
Kern County		
Jolene Murillo	Assistant Emergency Services Manager	Participating stakeholder (2023)
Waqar Rustam	Environmental Health Specialist	Participating stakeholder (2023)
PG&E		
Nicole Villaruz	Local Affairs Manager (Kern County)	Participating stakeholder (2023)
Faith in the Valley		
Daniel Rodela	Community Organizer	Participating stakeholder (2023)

Planning committee responsibilities and participation included attendance at HMPC meetings; participation in interactive group exercises meant to build consensus about risk perceptions and mitigation priorities; as well as review and commenting on various components of the plan. Additionally, stakeholders designated as Steering Committee members were central to all aspects of plan development and worked closely with the Consultant Team to coordinate local outreach activities and assisted in general plan writing and development. Full documentation of these efforts is available in Appendix B to this plan.

1.1.1 Public Engagement Strategy

Public engagement was a central focus of the 2023 planning process for the City of McFarland. To ensure the contents of this plan were aligned with the concerns and priorities of the community, a diverse group of stakeholders were invited to participate in the planning committee including city representatives, local agencies, local businesses, local citizens, and non-governmental organizations.



The public also participated in development of this HMP through an online survey to residents and through public review of the draft HMP. Community feedback played a key role in prioritizing future mitigation goals, actions, and implementation steps in this HMP. Specific efforts were made to ensure representation among non-English speaking community members by supplementing online outreach efforts (which mostly reached English speakers) with an in-person canvassing event at a local Hispanic foods store, where approximately half of survey respondents opted for Spanish translation.

Additional documentation of the public engagement strategy, as well as a full summary of survey results, are available in Appendix B to this plan.

1.2 What's New

The City of McFarland has been making improvements toward reducing natural hazard risks to life and property since the local HMP was last updated in 2016. Completed mitigation actions from the 2016 plan are highlighted in Table 1-3. The City determined to cancel some due to reprioritization, lack of funding, or other listed reasons. Table 1-2 lists those cancelled mitigation actions along with an explanation for why. Other mitigation actions are pending or ongoing and are included in Table 1-26.

Table 1-2 Cancelled Mitigation Actions

Mitigation No.	Hazard Type	Status	Year	Title/Description	Responsible Party	Reason Cancelled
ma-GH-MF-10	Earthquake	Cancelled	2016	Develop and maintain an earthquake hazard community education program	Community Development, McFarland Unified School District	Included in newly drafted ma-AH-MF-21, which details an all-hazard PE&A program.
ma-FL-MF-7	Flood	Cancelled	2016	Maintain a flood risk database to track community exposure to flood risk and conduct verification studies for residents seeking explanation of flood risk.	Community Development	Flood risk and loss information provided by NFIP, existing FIS and future USACE study, and RAMP application developed for this HMP.
ma-SW-MF-14	Severe Weather	Cancelled	2016	Develop mutual aid agreements with nearby public safety agencies.	City Manager, Police Department	Non-mitigation focused; better addressed in EOP.

1.2.1 Mitigation Successes

Table 1-3 displays multiple important mitigation actions that have been completed by the City of McFarland. Some of the City's success stories are also described in more detail herein.

Table 1-3 Completed Mitigation Actions

Mitigation No.	Hazard Type	Status	Year	Primary Agency	Title/Description	Responsible Party
ma-EH-MF-5	Extreme Heat	Completed	2016	City of McFarland	Construct back-up power facilities for community-based Cooling Centers.	Public Works, McFarland Unified School District



Back-Up Generation for McFarland Community Center

During extreme heat events, surges in consumer power demand can lead to rolling blackouts, compromising delivery of essential services and posing major health risks to residents left without access to air conditioning or medical devices requiring electricity. Thanks to HMGP grant funding, in 2017 the City of McFarland was able to purchase and install backup generation at its designated Cooling Center, located at the McFarland Community Center. This fulfilled one of the City's prioritized mitigation actions from its 2016 HMP.

Community Garden Ribbon Cutting

In partnership with the McFarland Recreation & Parks District and Caltrans' Clean California Local Grant Program, the City of McFarland cut the ribbon on a new Community Garden and Trail in June 2023. Located on the east side of the City along Industrial Street, the Community Garden provides additional benefits to extreme heat mitigation by increasing the cover of natural surfaces and vegetation. Additional resilience benefits of the garden might include access to fresh produce as well as future opportunities for educational programs with a natural hazard nexus.



Figure 1-1: McFarland Community Garden and Trail
(source: CalTrans District 6)

City of McFarland Urban Forest Plan

In partnership with the Department of City and Regional Planning at the California Polytechnic State University, San Luis Obispo, an Urban Forest Plan was prepared for the City of McFarland in 2020 with the intention of serving as a guiding document for future development pertaining to the urban forest. It contains principles and suggestions for tree selection, location and maintenance; as well as an implementation strategy tailored to the needs and capabilities of the community. The Urban Forest Plan paves the way for future extreme heat mitigation actions by the City, which are outlined in the mitigation strategy portion of this Annex.

Comprehensive General Plan Update

Beginning in the fall of 2019, the McFarland City Planning Department began the process of comprehensively updating all elements to the city's General Plan through an extensive public outreach effort to solicit input from citizens, elected officials, and city staff. Many thematic elements of the General Plan include programs and policies with a mitigation benefit or explicit mention of natural hazards. The mitigation strategy of this HMP Annex was designed to ensure consistency across all thematic elements of the 2021 McFarland General Plan.



The following elements were included in the 2021 Comprehensive General Plan Update:

- **Required:** Land Use, Circulation, Housing, Safety, Conservation, Open Space, and Noise
- **Required in San Joaquin Valley Air Pollution Control District:** Air Quality
- **Required in Disadvantaged Communities:** Environmental Justice
- **Optional:** Economic Development, Health, Community Design, Public Facilities, and Sustainable Agriculture

Client to provide additional mitigation success stories as appropriate.



1.3 Risk Assessment

The intent of this section is to profile the City of McFarland's hazards and assess the City's vulnerabilities, as distinct from those profiled in Volume 1 in the context of the County-wide planning area. The hazard profiles in Volume 1 discuss overall impacts to the planning area and describe the respective hazard problem description, extent, magnitude/severity, previous occurrences of hazard events, and the likelihood of future occurrences. For more information on Risk Assessment Methodologies, see Vol. 1 and Appendix A.

1.3.1 Hazard Identification and Screening

Per FEMA guidance, the first step in developing the risk assessment is to identify hazards. Hazard selection is a twofold process. First, the Planning Committee considered and screened a broad set of hazards profiled in local, regional, and state-wide hazard planning documents. A crosswalk of documents reviewed and the results of screening the relevant hazards are outlined in Section 1.3.1.1 below. Second, the HMPC reviewed historical hazard events which have affected the City of McFarland to inform the hazard prioritization process, as outlined in Section 0.

1.3.1.1 Determining the "Universe" of Hazards

The Planning Committee reviewed previously prepared hazard mitigation plans by the City of McFarland as well as the plans of regional and state entities to determine the "universe" of natural hazards with the potential to affect the city and surrounding region. Table 1-4 provides a crosswalk of hazards identified in the City's 2016 local HMP and General Plan Safety Element, the 2020 Kern County Multi-Jurisdictional HMP, and the 2018 California State HMP. Through this document review process, a list of 16 different hazards was identified for consideration. The crosswalk provided a framework for the HMP Planning Committee to evaluate which hazards posed enough relevance to the city to warrant prioritization in this Plan. For example, wildfire was considered to have no relevance to McFarland, whereas flooding was profiled in every planning document.

Table 1-4. Hazard Prioritization Crosswalk

Hazard	2016 McFarland HMP	2016 GP Safety Element	2020 Kern County HMP*	2018 California HMP
Agricultural Pests				■
Climate Change				■
Dam Failure			■	■
Drought	■		■	■
Earthquake	■	■	■	■
Extreme Heat	■			
Flood	■	■	■	■
HazMat		■		■
Landslide			■	■
Levee Failure				■
Human-Caused				■



Hazard	2016 McFarland HMP	2016 GP Safety Element	2020 Kern County HMP*	2018 California HMP
Pandemic Disease				■
Severe Weather	■		■	■
Soil Hazards	■	■	■	■
Terrorism & Tech				■
Wildfire			■	■

Some hazards which received prioritization in the 2020 Kern County MJHMP effort and are detailed in Volume 1 of this plan – specifically, wildfire and dam failure – do not have relevance to the City of McFarland and were omitted from further discussion in the Risk Assessment portion of this Annex.

1.3.1.2 Past Major Hazard Events

An important consideration in identifying and prioritizing hazards is past major hazard events, especially those which have triggered federal or state disaster declarations. The Planning Committee reviewed and considered past major hazard events in the City of McFarland as part of the hazard screening and identification process.

Most available information on major past hazard events comes from federal or state disaster declarations. A disaster declaration may be granted when the severity or magnitude of an event surpasses the abilities of a local government to respond and recover. Additional federal and state disaster funding is generally available in response to a disaster declaration. State funding assistance is provided when a local government's capacity to respond to a disaster is exceeded. Should the disaster be so severe that both the local and state governments' capacities are exceeded, a federal emergency or disaster declaration may be issued, allowing for the provision of federal assistance.

Kern County has been affected by 33 federal disaster declarations¹ since 1980, some of which were statewide. Table 1-5 shows these events excluding wildfire, which occurs within Kern County but does not directly impact the City of McFarland and was not selected as a prioritized hazard in this plan. Extreme weather and flooding events are most likely to occur in the winter months, with 25 of the 54 federally declared disasters occurring in January and February since 1953 in California.

Table 1-5: Disaster Declarations in Kern County, 1980 - 2023

Year	Incident Description	Disaster Number
2023	SEVERE WINTER STORMS, STRAIGHT-LINE WINDS, FLOODING, LANDSLIDES, AND MUDSLIDES	4699
2023	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES	3592
2020	COVID-19 PANDEMIC	4482
2020	COVID-19	3428

¹ Officially, 34 disasters have been declared, as California was declared as part of the Hurricane Katrina evacuation; however, no disaster occurred in California.



Year	Incident Description	Disaster Number
2019	EARTHQUAKES	3415
2017	SEVERE WINTER STORMS, FLOODING, AND MUDSLIDES	4305
2011	SEVERE WINTER STORMS, FLOODING, AND DEBRIS AND MUD FLOWS	1952
2007	SEVERE FREEZE	1689
2005	SEVERE STORMS, FLOODING, LANDSLIDES, AND MUD AND DEBRIS FLOWS	1585
2005	SEVERE STORMS, FLOODING, DEBRIS FLOWS, AND MUDSLIDES	1577
1999	CA-CITRUS CROP DAMAGE 2/2/99	1267
1998	SEVERE WINTER STORMS AND FLOODING	1203
1995	SEVERE WINTER STORMS, FLOODING LANDSLIDES, MUD FLOW	1046
1995	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, MUD FLOWS	1044
1992	RAIN/SNOW/WIND STORMS, FLOODING, MUDSLIDES	935
1991	SEVERE FREEZE	894
1983	COASTAL STORMS, FLOODS, SLIDES & TORNADOES	677

Source: FEMA OpenData

Hazard events occurring outside city boundaries may nevertheless affect the community, either directly or indirectly. For example, dam failures or wildfires may occur outside the City of McFarland, but either hazard event could affect watersheds that drain into the city, resulting in flooding or longer-term watershed health impacts. Local power supply also could be interrupted due to extraterritorial hazard occurrences. These hazards are discussed in Volume 1 of this plan and secondary impacts can be presumed to apply to the City of McFarland.

1.3.2 Hazard Risk Ranking

The Planning Committee for the City of McFarland used the same hazard prioritization process as the Kern County Planning Committee. This process, described in detail in Section 4.3.1 of Vol. 1, considers both the probability of occurrence of each hazard, as well as the severity of potential impacts to the planning area. displays the results of the hazard risk ranking exercise along the two-dimensional axes of probability and impact.

All hazards have been profiled in Vol. 1 of this document; the Extreme Heat hazard is included within the Severe Weather Hazard profile for Vol. 1, but was called out as a separate hazard for the City of McFarland Annex due to the severe vulnerability specific to the local population. The purpose of this Annex is to provide additional context and information specific to the City of McFarland's for each hazard. Vol. 1 contains more general information regarding each hazard's description, extent, severity, history of occurrence and impacts.



Risk Assessment Matrix Definitions

PROBABILITY RATING

The likelihood of a hazard event occurring within a time period?

PROBABILITY	Highly Likely	Highly likely - 100% annual probability. Or Likely to occur every year in your lifetime.
	Likely	Likely - between 10 & 100% annual probability. Or will occur several times in your lifetime.
	Possible	Possible - between 1 & 10% annual probability. Or Likely to occur some time in your lifetime.
	Unlikely	Unlikely - less than 1% annual probability. Or unlikely but possible to occur in your lifetime.

To concentrate resources, the jurisdictional planning team will focus on "High" and "Extreme" risk hazards. These hazards have the higher probability and greater impact as it relates to the jurisdictions planning area.

Hazard definitions are included in **Vol. 1** of this plan. Some hazards are discussed as subset hazards— e.g., "Subsidence" within the "Drought" hazard profile. If a hazard is not present on the risk matrix, the jurisdictional planning team felt the hazard had a minimal footprint within their planning area and was not ranked.

Hazard Information / Legend:



Climate Change impacts will be addressed at the end of each hazard section within the 2020 plan update and as a stand alone section for each jurisdiction.

County and Municipal governments will be required to address climate change impacts in the Safety Element of your General Plan. Climate change may change the frequency, duration and intensity of hazards.

IMPACT RATING

In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs? The impact could be in terms of one hazard event (flooding from a culvert failure) or a large-scale event (multiple rivers flooding) in the same jurisdictional boundary.

IMPACT			
Minor	Limited	Critical	Catastrophic
Minor - very few injuries, if any. Only minor property damage & minimal disruption on quality of life. Temporary shutdown of critical facilities. Limited - minor injuries only. Approx. 10% or less of property in disaster footprint damaged or destroyed. Complete shutdown of critical facilities for more than one day. Critical - multiple deaths/injuries possible. Between 25% and 50% of property in disaster footprint is damaged or destroyed. Complete shutdown of critical facilities for more than one week. Catastrophic - high number of deaths/injuries possible. More than 50% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for 30 days or more.			

PROBABILITY	IMPACT			
	Minor	Limited	Critical	Catastrophic
	Highly Likely	Medium	High	Extreme
	Likely	Medium	High	Extreme
	Possible	Low	Medium	High
	Unlikely	Low	Medium	Medium



Figure 1-2: City of McFarland Risk Assessment Matrix



1.3.3 Community Profile

The community profile for the City of McFarland sets the stage for the vulnerability assessment. Knowledge of local geography, demographic characteristics, and economic conditions can help more effectively direct mitigation strategies and actions toward key populations and areas. The Planning Committee reviewed geographic and demographic data as part of the risk prioritization and assessment process.

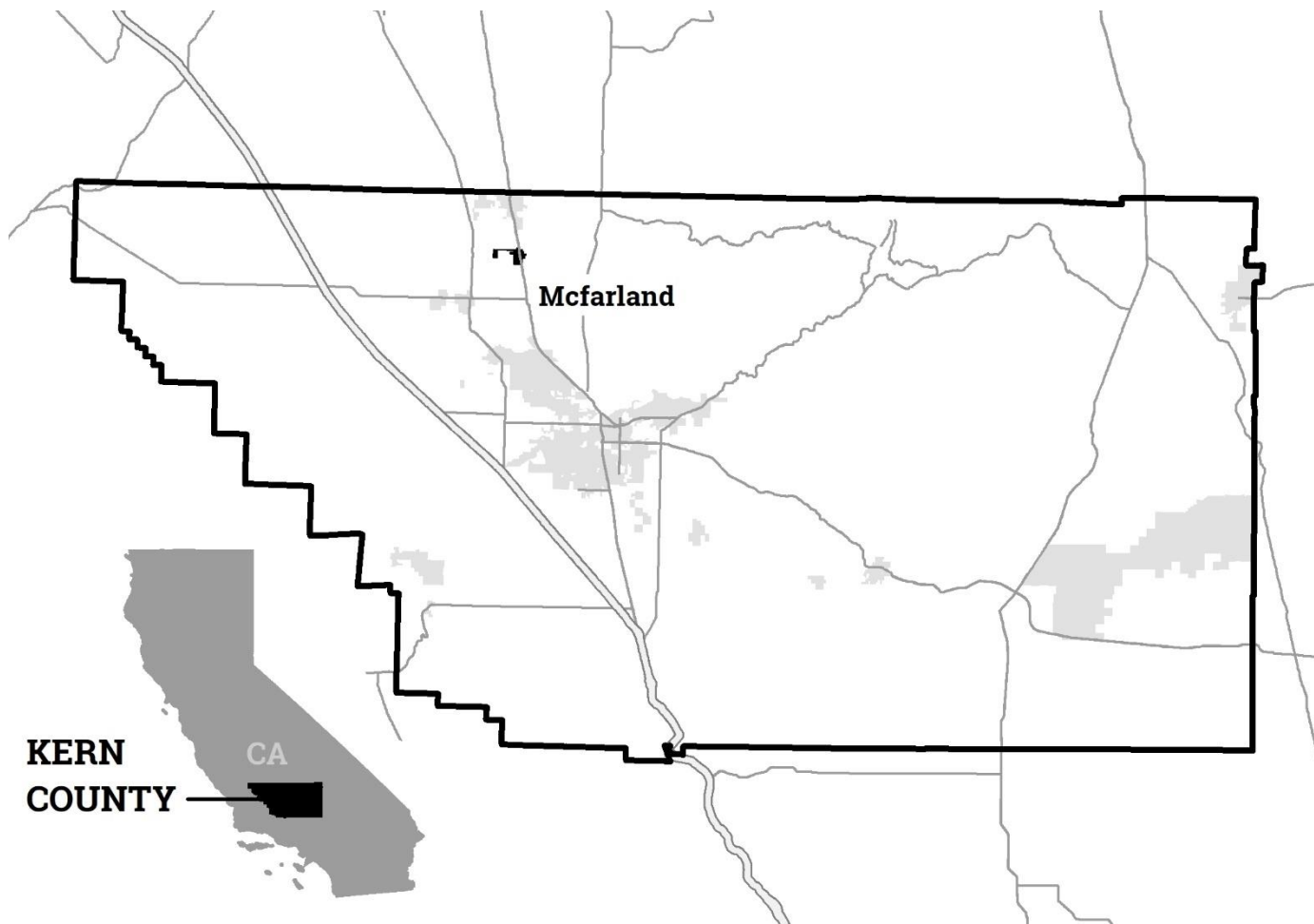


Figure 1-3: Geographic Overview

1.3.3.1 Geography

The City of McFarland is situated within the San Joaquin Valley, in the northern portion of Kern County. McFarland is surrounded by farmland in unincorporated Kern County. The city is approximately 20 miles north of Bakersfield and 3 miles south of Delano. State Route 99 (SR-99) runs north-south through the city. In 2022, the City more than doubled the total land area within its borders by annexing over 2,100 acres of unincorporated farmland to the south of the previous city limits, on the eastern and western sides of SR-



99 as well as to the west of Garzoli Avenue in the northwest corner of the city, bringing total area to approximately 6 square miles. (See Figure 1-3) Throughout this document, hazard vulnerability will be discussed in the context of future development including possible land use changes to annexed land areas.

To the east of McFarland are the Sierra Nevada Foothills, and to the west the Temblor Mountain Range. The topography in McFarland typical of the southern San Joaquin Valley. The city lies in a very flat portion of the Tulare-Buena Vista Basin, with a gradual south to north grade, decreasing in elevation toward the northwest. Elevations within the City range from approximately 360 feet above sea level at the southeast corner to approximately 340 feet at the northwest corner.

1.3.3.2 Transportation Routes

State Route 99 (SR-99) runs north-south through the City with access to McFarland at Perkins Avenue, Sherwood Avenue, and Elmo Highway. Although a major transportation corridor through the Central Valley, SR-99 serves as a barrier to the local flow pattern within McFarland and separates the eastern and western portions of the city. The City operates a Dial-a Ride bus service in compliance with FTA Title VI requirements. McFarland is served by the Kern Regional Transit Authority 110 line which runs N-S from Bakersfield to Delano, also stopping in the cities of Wasco and Shafter.

1.3.3.3 Climate

McFarland experiences a moderate climate, with seasonal highs in the low-80's and lows in the high 40's. On average, the warmest month is July, and the coolest month is January. (Figure 1-4) Annual precipitation totals around 7.5 inches, arriving primarily during the months of October – April. Thirty-year climate normals for the nearest National Weather Service (NWS) meteorological station, located in the neighboring city of Delano, are shown in Figure 1-4. (National Centers for Environmental Information, 2021)

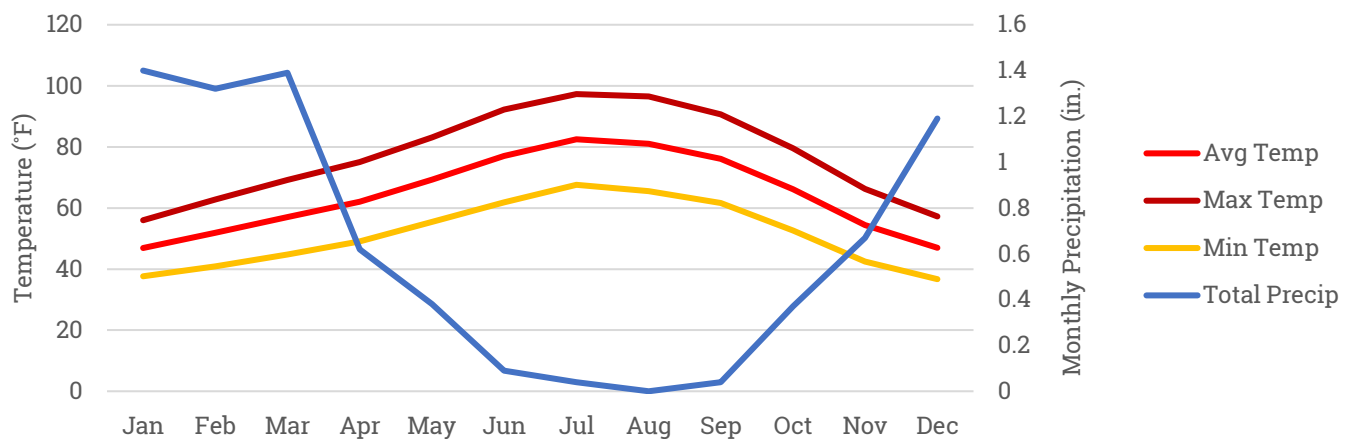


Figure 1-4: Monthly Normals for Temperature and Precipitation, 1991-2020 in Delano, California
Source: National Center for Environmental Information



1.3.3.4 Demographics & Vulnerable Populations

This section explores the various demographic and economic characteristics of the City of McFarland to inform future hazard mitigation planning efforts. Natural disasters are social phenomena as well as physical and meteorological events, and the City of McFarland's demographic composition determines how hazard vulnerability is distributed throughout the community, especially for groups with who face greater obstacles to disaster preparedness, response, and recovery. Understanding the unique social and economic fabric of an area can also help to identify the potential social costs of damage to infrastructure such as housing, industry, public facilities, essential services, and transportation.

The demographics information contained herein for the City of McFarland and surrounding areas has been post-processed based on the U.S. Census Bureau's American Community Survey (ACS) five-year estimate period from 2016-2021 and will not necessarily match the figures presented in other regional demographic studies or plans. Inherently, the margin of error for this data can be high, especially in more rural areas and for data collected at the block group level, which is made publicly available as spatial data files but not as a part of the Census Bureau's tabular reporting. The figures referenced in this section are not intended to inform decision-making or administrative activities, but merely to suggest larger trends in the region with relevance to hazard mitigation planning efforts.

The City of McFarland's estimated population in 2021 was 14,085, according to the U.S. ACS 5-year estimates from 2016-2021, which is 1.6% of the total population of Kern County. A more detailed time series of annual population change since 2008 is shown in the figure below, which is sourced from the U.S. Census Population Estimates Program (PEP). Population grew significantly from 2012 to 2019 in McFarland, by about 3,000 individuals, before an apparent decline of approximately 1,500 in 2020. Caution should be used when interpreting PEP estimates from 2020 due to errors introduced in the Census' methodology associated with the COVID-19 pandemic.

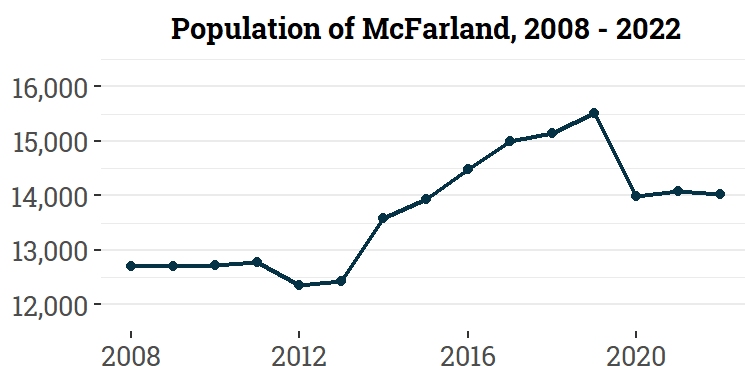


Figure 1-5: Estimated Population, 2008 to 2021

Source: U.S. Census Population Estimates Program (PEP)



1.3.3.4.1 Introduction to Vulnerable Populations

Exploring local demographic data may help to identify groups and geographic areas with specific vulnerabilities to natural hazard events. Certain populations face greater risks following a hazard event due to age, economic status and mobility, physical or mental disability, geographic location, or a combination of factors. Vulnerability in the face of a hazard event is not a fixed characteristic; the same individual may be at greater risk from some hazards but not others. For example, a household without a car may face increased risks during a wildfire or flood event where rapid evacuation is necessary, but the same household may be adequately prepared for an earthquake. Some individuals can reduce their vulnerability through mitigation, whereas others face more fixed vulnerability to disasters. This is especially true for individuals who rely on caregiving networks to navigate daily life, such as children, the elderly, and persons with disabilities. (National Center for Disaster Preparedness, 2020) Inequality in the geographic distribution of environmental risk burden also means that lower-income and marginalized communities are more likely to live in hazard-prone neighborhoods with fewer mitigation resources.

In the context of all-hazards preparedness and response planning, **at-risk individuals** (often used interchangeably with vulnerable populations) are defined federally as “children, pregnant women, senior citizens, and other individuals who have access or functional needs in the event of a public health emergency.” (42 USC § 2802(b)(4)(B) (2019)) The following sections will explore data from the U.S. Census detailing population-level vulnerability for the City as a whole and across the geographic planning area. Planning for vulnerable populations in hazard mitigation can help prioritize limited resources where they will be the most effective.

1.3.3.4.2 Income & Housing

Economic mobility is one of the most important predictors of natural hazard vulnerability. Low-income residents are more likely to occupy housing which is inadequately maintained or otherwise poorly built to withstand extreme events. For example, mobile homes are more susceptible to damage in earthquakes and floods than other types of residences, and older homes are less likely to contain air conditioning or cooling units to cope with high heat events. In urban areas, low-income residents are more likely to occupy homes and apartment buildings with unreinforced masonry, which is particularly susceptible to earthquake damage.

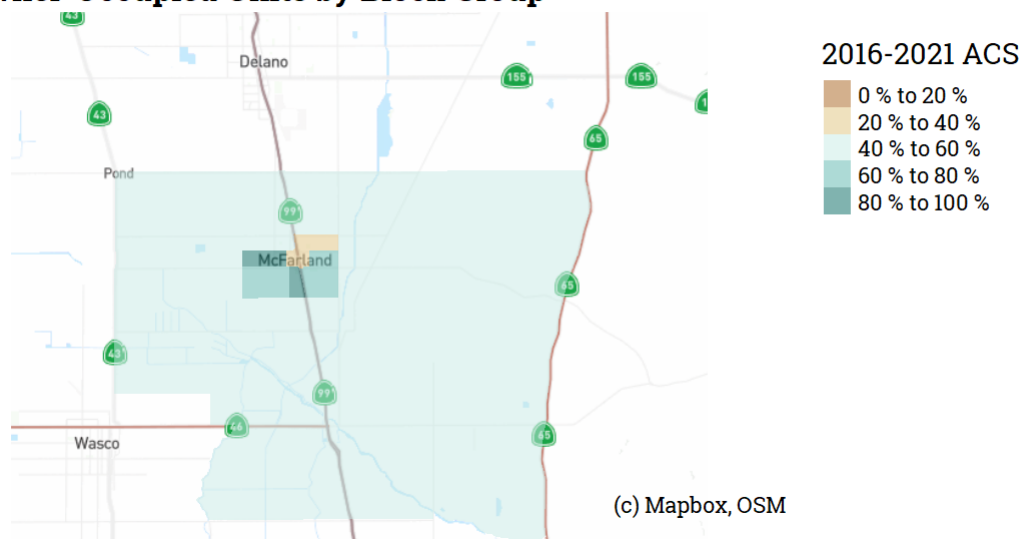
Renters are also more vulnerable to natural hazards, as they are less likely to have personal property insurance and the decision to make major structural improvements typically lies with the property owner. Federal disaster recovery services can exacerbate inequalities between renters and homeowners; payout amounts are significantly higher for homeowners applying through FEMA’s Individual Assistance (IA) program. From 1999 to 2013, homeowners saw their wealth increase with local hazard damages, whereas renters’ wealth decreased. (Howell & Elliott, 2019)

The City of McFarland had an overall homeownership rate of 45% in 2021, with renter occupancy being the dominant form of tenure. (Table 1-6) The below figure also shows rental occupancy is highest in the residential areas of East McFarland.

**Table 1-6: Renters and Homeowners**

Source: 2016-2021 American Community Survey 5-Year Estimates

Jurisdiction	Total Households	Owner Occupied / (%)	Renter Occupied / (%)
Kern County	274,705	111,889 / 41%	162,816 / 59%
McFarland	3,259	1,466 / 45%	1,793 / 55%

% Owner-Occupied Units by Block Group**Figure 1-6: Home Ownership Rate (% Total Housing Units) by Block Group**

Source: 2016-2021 American Community Survey 5-Year Estimates

Low-income households and communities face disproportionate financial burdens from the costs associated with disaster preparedness, response, and recovery. Disasters create unexpected expenses which may serve as “tipping points” for families and individuals living on the edge of poverty or homelessness. Those who lack access to transportation may be unable to evacuate ahead of an emergency, and recovery costs may be higher for a household without the resources to conduct hazard mitigation activities ahead of time. (Krause & Reeves, 2017) Renters and low-income residents are also less likely to purchase insurance, meaning that those with the most to lose during a hazard event are also the least prepared to deal with potential losses. Major hurricane events in recent history, such as Harvey, Irma, and Katrina, all demonstrate that low-income and historically marginalized communities face increased vulnerability to hazards and struggle the most to recover. (*Id.*)

The median household income in McFarland in 2021 was \$38,651, with nearly a third of its population living in poverty (calculated as a % of total population over 15). By comparison, median income and poverty rates for Kern County were \$58,824 and 19.4%, respectively. (See Table 1-7). Highest poverty rates are observed in the Census block groups spanning the eastern and northern portions of the city, which mostly correlate with the primary residential areas. (See Figure 1-7, Figure 1-8)



Table 1-7: Median Income and Poverty Rate

Source: 2016-2021 American Community Survey 5-Year Estimates

Jurisdiction	Median Income	Poverty Rate
Kern County	\$58,824	19.35%
McFarland	\$38,651	29.32%

Median Household Income by Block Group

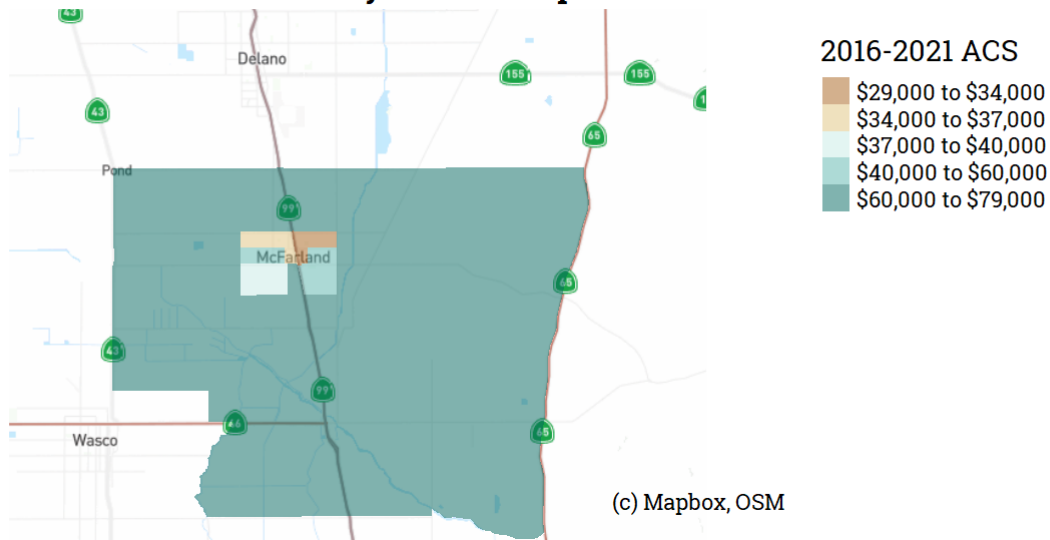


Figure 1-7: Median Household Income by Block Group

Source: 2016-2021 American Community Survey 5-Year Estimates

Poverty Rate by Block Group

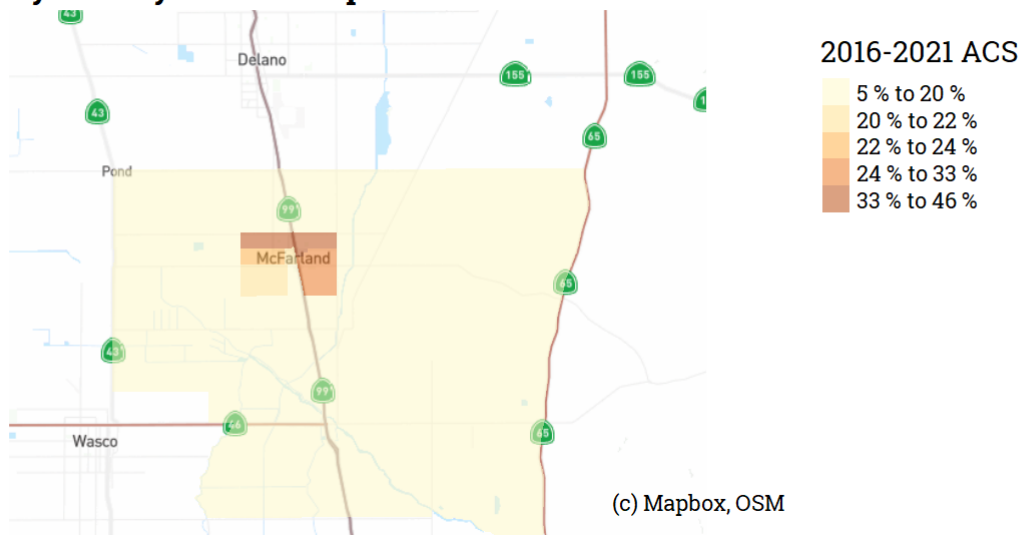


Figure 1-8: Poverty Rate by Block Group

Source: 2016-2021 American Community Survey 5-Year Estimates

**1.3.3.4.3 Age**

Age plays a significant role in vulnerability to natural hazards, as both seniors and children are dependent populations who rely on caregiver networks for support and protection. Seniors may have mobility challenges and increased health concerns, necessitating assistance during evacuations and recovery. Similarly, children have limited ability to protect themselves and depend on caregivers to ensure their safety and well-being during emergencies. Age vulnerability is compounded by low-income status, highlighting the importance of targeted interventions to address the unique needs of these populations.

Approximately 15% of households in McFarland include at least one senior individual (over 65 years of age), 23.2% of whom experience poverty (see Table 1-8 below). Additionally, seniors over 65 living alone constitute 3.9 of total households in McFarland, or 131 households in total. Seniors living alone may have more difficulty evacuating during an emergency, especially for individuals with mobility challenges and those who lack internet access and/or internet literacy. Assisted-living facilities usually require extra notice and coordination to implement evacuation and are typically identified as “critical facilities” by emergency managers.

Children often depend on family and caregivers to navigate daily life. As such, their resilience during and after a natural disaster is only as strong as the networks of care upon which they rely. Approximately 60% of households include at least one minor under the age of 18, and 31% of whom represent single-caregiver households. (Table 1-8) Disasters may have profound and detrimental long-term effects on children, and care should be taken to minimize disruption to social networks and lifelines serving children and families following a disaster event.

Table 1-8: Households with Seniors and Young Children

Source: 2016-2021 American Community Survey 5-Year Estimates

Jurisdiction	Total Households (HH)	HH with 65+ / % HH	HH with 65+ & Living Alone / % HH	HH with 65+ & Poverty / % HH	HH with >18 / % HH	HH with >18 & 1 Caregiver / % HH
Kern County	299,810	70,895 / 23.6%	15,110 / 5%	9,387 / 3.1%	118,037 / 39.4%	36,239 / 12.1%
McFarland	3,394	512 / 15.1%	131 / 3.9%	119 / 3.5%	2,049 / 60.4%	643 / 18.9%

1.3.3.4.4 Race & Ethnicity

Natural disasters compound racial disparities; non-white individuals and communities receive less recovery aid from FEMA than their white counterparts, even where the amount of damage is the same. (Howell & Elliott, 2019) (National Advisory Council, 2020) At the time of this plan’s publication, the recent COVID-19 pandemic is a glaring testament to racial disparities in disaster outcomes, with non-white persons facing morbidity rates from COVID-19 infections anywhere from 70% to 350% higher than white, non-Hispanic persons. (CDC, 2020)

These disparities are evidence of the complicated relationship between disaster recovery and overlapping social vulnerabilities including race, income, language, and health. Black and Hispanic residents are more likely to be low income and renters, conditions which create barriers to navigating FEMA’s IA programs.



Communities with more non-white residents may have lower tax revenue and property values, which means less investment in mitigation and rebuilding efforts before and after an emergency. Finally, a legacy of residential segregation and discriminatory redlining policies can force marginalized groups into areas with greater environmental risk burden, including higher exposure to natural hazards and pollution and lower access to open space. (Los Angeles County Department of Public Health, 2018) McFarland has a much greater proportional Hispanic population than Kern County as a whole; as of 2021, over 90% of the population identifies as Hispanic. (Figure 1-9)

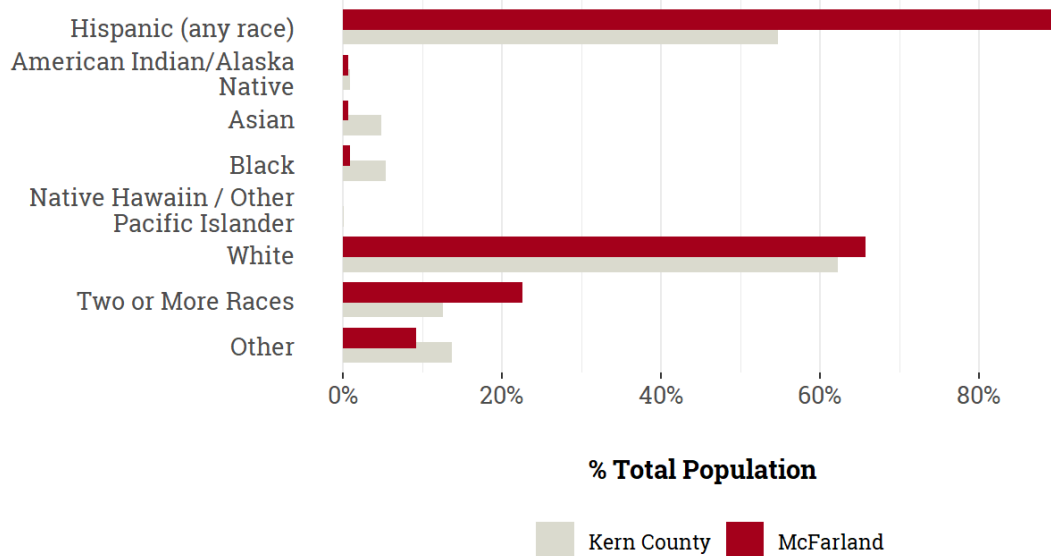


Figure 1-9: Race and Ethnicity

Source: 2016-2021 American Community Survey 5-Year Estimates

**Note: Hispanics may be of any race, so also are included in applicable race categories. This has the effect of influencing total population percentage to sum greater than 100% over all categories.*

1.3.3.4.1 Language

Individuals with no or limited English-speaking ability may be unable to access up-to-date emergency information and have difficulty navigating recovery programs. This is particularly true for McFarland; approximately 49.1% of households in McFarland (2,636 in total) are Spanish-speaking, with 58.1% of those households (969 in total) speaking no or limited English. (Table 1-9)

Local governments can take steps to increase equity in disaster preparedness and recovery outcomes, including timely translation of preparedness materials and emergency notifications and partnering with local community groups to target outreach to at-risk populations more effectively.

Table 1-9: Spanish-Speaking Households

Source: 2016-2021 American Community Survey 5-Year Estimates

Jurisdiction	Total Households (HH)	Spanish-Speaking / % HH	Spanish-Speaking, limited English / % HH
Kern County	299,810	83,720 / 27.9%	22,127 / 7.4%
McFarland	3,394	1,667 / 49.1%	969 / 28.6%



1.3.3.4.2 At-Risk Individuals with Access & Functional Needs

Access and functional needs may interfere with the ability for an at-risk individual to access or receive medical care before, during, or after a disaster or emergency event. "Access and functional needs" (AFN) refers to a broad set of cross-cutting access-based or function-based needs, generally distinguished according to the following:

- **Access-based needs** require that resources are accessible to all individuals to maintain health, such as social services, accommodations, information, transportation, and medications.
- **Function-based needs** refer to restrictions or limitations an individual may have that requires assistance before, during, and after a disaster or public health emergency.

At-risk individuals may have additional needs that must be considered in planning for, responding to, and recovering from a disaster or emergency. An approach recommended by the U.S. Department of Health and Human Services (HHS) for integrating the access and functional needs of at-risk individuals is to consider elements based on the "CMIST" framework:

- **C = Communication** – Individuals with communication needs may have limitations that interfere with the receipt of and response to information, requiring information to be provided in an appropriate and accessible format. This can include individuals who are deaf or hard of hearing, have limited or no English proficiency, are blind or have low vision, or have cognitive or physiological disabilities.
- **M = Maintaining Health** – Individuals may require specific services, equipment, medications, or nutrition to reduce negative impacts of a disaster or emergency and maintain activities of daily living, such as breathing, eating, dressing, grooming, transferring, and toileting.
- **I = Independence** – Continuity of access to necessary assistive devices, such as wheelchairs, or other aids, like service animals, is crucial to maintaining independence for individuals who rely on these support tools to function autonomously.
- **S = Support** – Person-centered support may be necessary for individuals who have lost caregiver assistance, have cognitive or behavioral disabilities, or have past trauma experiences which compound the need for social and emotional support following an emergency event.
- **T = Transportation** – Individuals may lack access to personal transportation due to a variety of factors, including economic status, age, physical or mental disability, temporary condition or injury, or legal restriction. This requires coordination with mass transit and accessible transportation service providers to ensure access to support and necessary services. (HHS, 2020)

While most individuals with access and functional needs do not have acute medical conditions requiring the support of trained medical professionals, many will require additional assistance to maintain health and minimize preventable negative outcomes. These at-risk individuals may also require more time or personnel to assist during an evacuation. It is estimated that approximately 3.5% of the total population of McFarland lives with some form of a disability, as shown in Table 1-10.



Approximately 252 (7.4%) of households in the city have no access to a vehicle. (Table 1-10) While McFarland and Kern County as a whole are largely car-dependent, with less than 1% of the population reliant on public transit, lack of vehicle access indicates that some residents use other modes of transportation to get to work, especially carpooling. In the event of a disaster, families and individuals without personal transportation may face a limited ability to rapidly evacuate an impacted area and barriers to accessing medical or other essential services.

Table 1-10: Persons with Disabilities and Public Transit Dependence

Source: 2016-2021 American Community Survey 5-Year Estimates

Jurisdiction	Total Population (Pop)	Persons with a Disability / % Pop	Persons Reliant on Public Transit / % Pop	Total Households (HH)	Households with no Vehicle / % HH
Kern County	905,644	98,707 / 10.9%	1,921 / 0.2%	299,810	17,861 / 6%
McFarland	14,085	493 / 3.5%	56 / 0.4%	3,394	252 / 7.4%

1.3.3.4.3 Social Vulnerability Index (SVI)

Finally, the U.S. Centers for Disease Control (CDC) attempts to quantify social vulnerability as it pertains to all-hazards mitigation planning through the creation of a composite index called the Social Vulnerability Index (SVI), which ranks Census Tracts on the basis of 16 different Census variables to identify at-risk populations. The four main themes the SVI uses to rank communities' percentile distribution on the basis of social vulnerability to public health emergencies and natural hazard events include socioeconomic status, housing type/transportation, racial and ethnic minority status, and household characteristics. Tracts in the top 10%, i.e., at the 90th percentile of SVI values for each state, are considered highest vulnerability. The City of McFarland contains one Census Tract designated as >90th percentile SVI ranking, as shown in Figure 1-10.

CDC Social Vulnerability Index by Census Tract

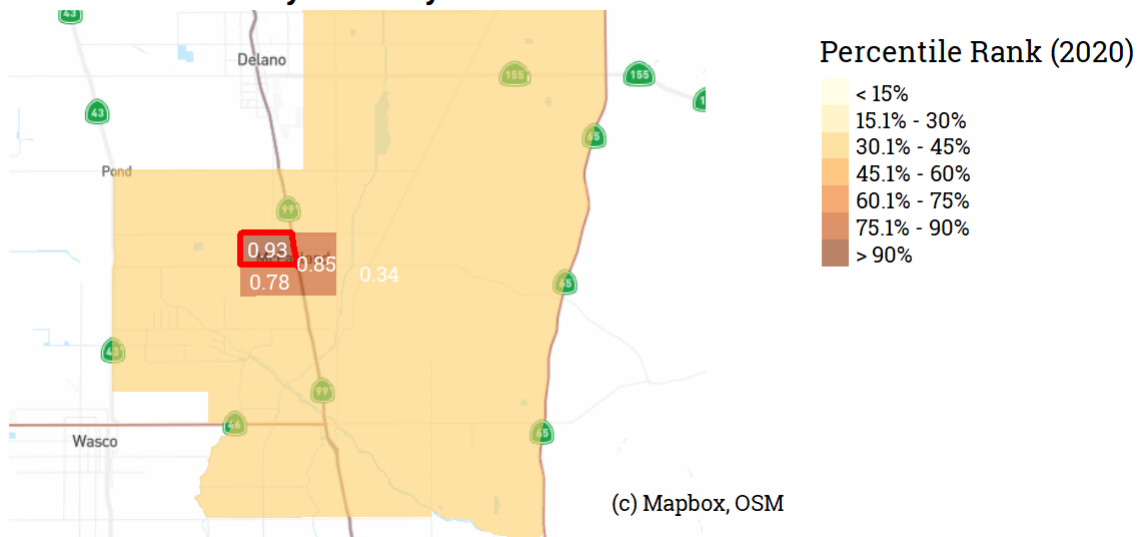


Figure 1-10: CDC Social Vulnerability Index (SVI) by Census Tract



1.3.4 Population and Asset Inventory

Assessing vulnerabilities exposes the unique characteristics of individual hazards and identifies which areas and assets within the City of McFarland are vulnerable to specific hazard events. The vulnerability assessment considered unique local knowledge of hazards and impacts and a GIS overlaying method for estimating the total land area, parcels, population, and critical facilities exposed to hazards with a unique spatial footprint. Using these methods, participating jurisdictions estimated vulnerable populations, infrastructure, and potential losses from hazards.

The data developed for this plan does not include parcels, population, or critical facilities located in the recently annexed land area as of April 2022, which is mostly undeveloped agricultural land. Future development impacts in the context of McFarland's annexation will be discussed extensively in Section 1.3.5.

1.3.4.1 Population Inventory

In order to develop hazard-specific vulnerability assessments, populations near natural hazard risks have been determined to understand the total "at risk" population. We can understand how geographically defined hazards may affect the City by analyzing the extent of the hazard in relation to the distribution of population. This Annex uses an area-weighted population model to determine exposure, based on block group level data from the 2015-2019 U.S. Census American Community Survey (ACS) 5-year estimates, and assumes a total population of 15,479 individuals.

Because the population exposure data is derived from ACS population estimates at the scale of census tract or smaller, population estimates aggregated up to the city level differ from ACS place-level population estimates and should not be used as official population counts. Nevertheless, local level ACS data can reveal patterns in the geographic distribution of hazard exposure and can provide a sense of the size of the problem, as measured by the approximated proportion of the total population (not definitive counts) exposed to a given hazard. The Community Profile for the City of McFarland discusses population trends and social vulnerability data in more detail. (See Section 1.3.3)

1.3.4.2 Critical Facilities Inventory

Critical facilities are defined as essential services which if damaged, would result in severe consequences to public health, safety, and welfare. As such, critical facilities are of special concern in prioritizing hazard mitigation resources. To enhance understanding of local hazard vulnerability and assets most at risk, the Planning Team sources a comprehensive inventory of critical facility points and lifelines based on data from the City of McFarland, Kern County and other publicly sourced information. Critical facility points include fire stations, schools, transportation, utilities, and government buildings; while lifelines include communications, power/gas/fuel lines, and transportation routes. Total count and miles for each CI type included in the exposure analysis are shown in Table 1-11, Table 1-12, and Figure 1-11.

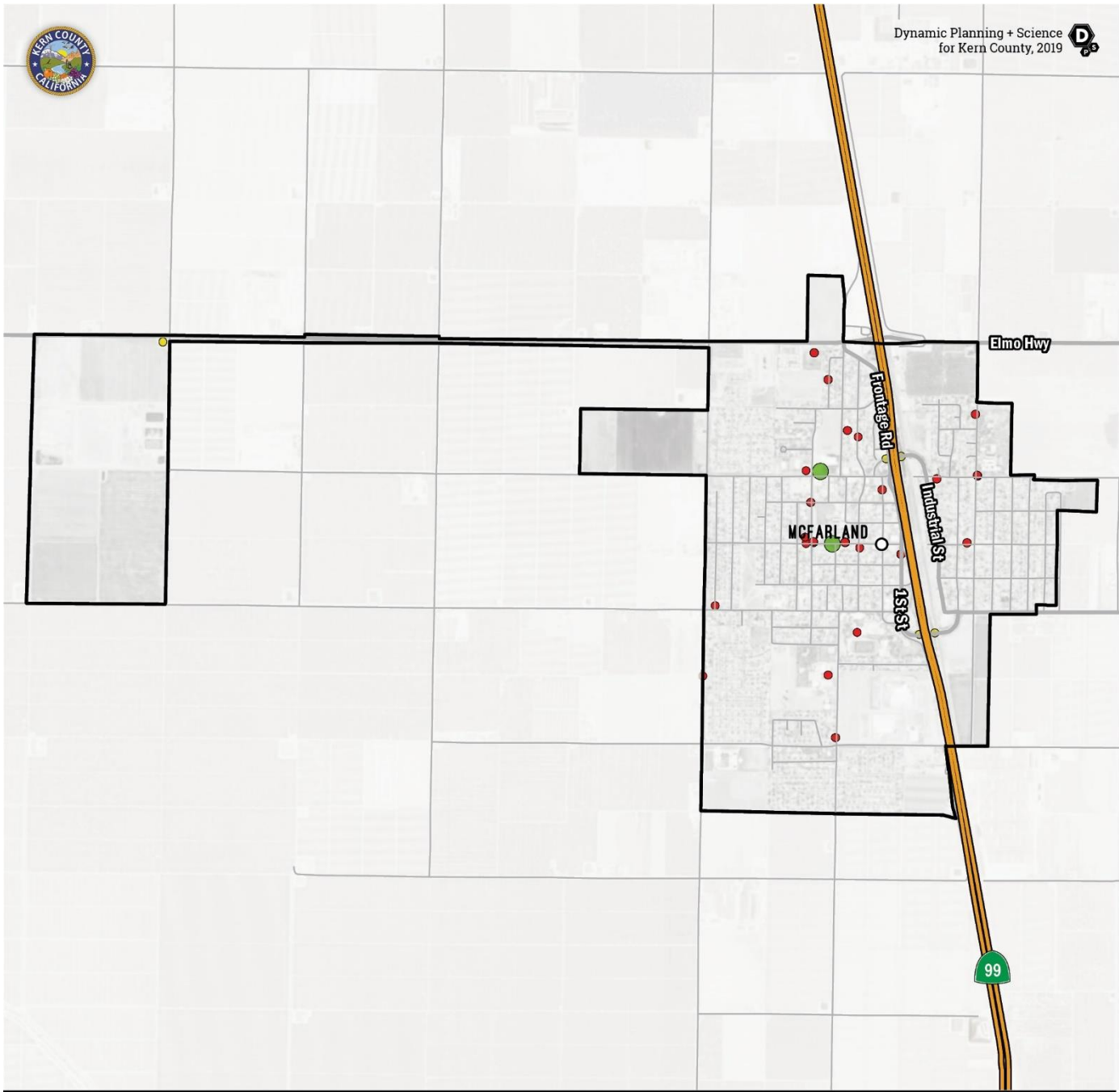


Table 1-11: City of McFarland - Critical Facility Counts

Infrastructure Type	Total Feature Count
Essential Facility	39
Adult Residential Facility	1
Child Care Center	4
High Potential Loss	39
City Hall	1
County Asset	3
Family Child Care Home	8
Fire Station	1
Healthcare Facility	3
Library	1
Police	1
School	8
Special Needs Facility	8
Transportation and Lifeline	5
Bridge	4
Substation	1
Grand Total	44

Table 1-12: City of McFarland - Linear Utilities

Infrastructure Type (Linear)	Total Linear Mileage
Transportation and Lifeline	58.9
NG Pipeline	2.5
Railroad	3.4
Street	52.2
<i>State Highway</i>	<i>3.1</i>
<i>Local Streets</i>	<i>49.1</i>
Transmission Line	0.7
Grand Total	58.9



CRITICAL FACILITIES MCFARLAND

*Data sources: CDSS, USACE, OSM, NBI, FCC, FEMA, CEC, Kern County, HAZUS.

MAP LEGEND

- | | |
|----------------------|-----------------------------|
| ESSENTIAL FACILITIES | TRANSPORTATION AND LIFELINE |
| HIGH POTENTIAL LOSS | HAZMAT |

Figure 1-11: City of McFarland - Critical Facilities



1.3.4.3 Parcel Value Inventory

Parcel exposure refers to the total count and value of parcels within the City of McFarland exposed to a hazard with a specific hazard footprint. In the event of a disaster, the primary cost concern is generally the value of infrastructure or property improvements, rather than the value of the land itself. Parcel information for the City of McFarland, including both the assessed market value and content value derived from the Kern County Assessor's dataset, are summarized in Table 1-13. Similar to the critical facilities and population inventories developed for this HMP, the parcel inventory does not include the 2022 annexation.

Table 1-13: City of McFarland - Parcel Counts and Value

	Total Parcel Count	Total Market Value (\$)	Total Content Value (\$)	Total Value (\$)
City of McFarland	2,789	\$258,710,296	\$129,382,648	\$388,0092,944

1.3.4.3.1 Hazus Structure and Content Value Inventory

FEMA's loss estimation software, Hazus-MH 4.0, was used to analyze the City's building risk to flood and earthquake hazards. A Hazus level II assessment was performed leveraging county-wide assessor's data in lieu of default Hazus data. Hazus software operates on structure square footage, structure replacement, and content replacement costs to estimate potential losses specific to a modeled flood or earthquake scenario. Table 1-14 provides input value data for occupancy classes derived from assessor's data to match FEMA modeling standards.

Table 1-14: City of McFarland Parcel-Based Hazus Input Values

Residential Structure Type	Parcel Count	Improvement Value	Content Value	Proportion of Value (%)
Single Family Home	2,305	\$238,612,591	\$119,306,295	92.2%
Mobile Home	1	\$3,976	\$1,988	<0.01%
Duplex	369	\$16,578,450	\$8,289,224	6.4%
Multi-Family Home	59	\$3,460,279	\$1,730,139	1.3%
Grand Total	2,737	\$261,755,325	\$129,447,404	100%

Data Source: Kern County, address points. The address point data used for this Hazus analysis exists in a many-to-one relationship to parcels. Address point values were assigned based on an equal distribution of the parcel value in which each address point is contained. For parcels with no corresponding address point, a point was created. Note: Building values reflect fair market value as provided by the county on the parcel level. Content replacement costs are calculated based on the general occupancy classes (building type) provided by Kern County and translated to Hazus occupancy classes. Each HAZUS occupancy class prescribes a specific content cost multiplier used to calculate the content cost values shown above.

1.3.4.4 RAMP Application

The jurisdiction's risk assessment was completed in part using the web based and interactive Risk Assessment Mapping Platform (RAMP), accessed via the project website at www.mitigatehazards.com. RAMP allows interactive discovery of robust risk, vulnerability, and exposure data developed especially for Kern County. RAMP is a mapping platform built specifically for mitigation planning. The user interface displays County and jurisdictional facilities and buildings overlaid with natural hazards layers to bring interactivity and individual discovery to the GIS analysis performed for the MJHMP. See Vol. 1 for a detailed



description of RAMP. The Planning Team used RAMP in meetings and as needed to understand vulnerabilities to the City of McFarland. Users interactively filter facilities and buildings by natural hazard zones and/or construction characteristics.

1.3.5 Past and Future Development

1.3.5.1 Development since Previous HMP

The City of McFarland is a general law city that crafts its own development regulations and is subject to State law. Future development is subject to compliance with state and local planning, zoning, subdivision, and architecture laws.

The City of McFarland's General Plan (GP) establishes long-range development policies. The GP is designed to help the City address issues related to land use, circulation (traffic), housing, open space, conservation, noise, and safety. The Land Use portion of the plan helps guide the City in determining the location of future development(s), including annexation. These plans help to shape future development and dictate the City's Sphere of Influence (SOI). One of the central functions in these planning documents is to decrease risk of impact from natural hazards.

The largest change in development to occur in McFarland since the last HMP is the annexation of over 2,100 acres of previously unincorporated farmland, nearly doubling the city's total land area and incorporating new areas along the Highway 99 corridor. Approved by the Kern County Local Agency Formation Commission (LAFCO) in April 2022, these newly incorporated parcels remain in agricultural use, but represent a major opportunity for future development and funding of public services.

1.3.5.2 Future Development

McFarland is required to update building codes to meet the minimum standards to those required in the California Building Code, last updated in 2022. California Building Codes provide some of the safest construction standards in the world and are meant to reduce risk to occupants from high wind, seismic activity, landslides, flood, wildfire, and other natural hazards. In addition to California minimum development standards, all jurisdictions belong to the NFIP, as such, all development must meet minimum flood protection standards set forth by FEMA. See Section 4.3.5 of Volume 1 for more information about past and future development in Kern County.

As the General Plan is updated and incorporates information from this HMP, City of McFarland staff are continually improving hazard information through these hazard mitigation plan updates. With this current update, improved online mapping about natural hazards available on RAMP will inform those responsible for future development to make better decisions where and how future development occurs.

The Planning Team reviewed McFarland's general plan elements under the capability assessments undertaken for this hazard mitigation plan. (See Section 1.4.1) Deficiencies revealed by these reviews are identified as mitigation actions to decrease risks to move beyond past trends.



The City's municipal codes includes regulations to mitigate the impact of hazards on new and existing development, including floodplain management regulations and strict stormwater requirements for new development and subdivisions.

Should development occur within a hazard area, the municipal code should ensure impacts from a hazard event are mitigated and losses are minimal. If new development does occur in hazard areas, evacuation and emergency planning should take into consideration the anticipated local impacts of the hazard event, including potential interrupted services or the elimination of access.

The anticipated growth in the City resulting from the recent annexation will not cause significant change in vulnerability to the City for identified priority hazards, and is likely to bring a minimal benefit in the form of increased tax revenue to fund essential public services and infrastructure improvements.



1.3.6 Vulnerability to Specific Hazards

This section expands upon the vulnerability assessment of Section 4.5 of the base plan to include information specific to McFarland. For hazards with a unique spatial footprint, such as flood and earthquake, this section will include quantitative estimates of exposure to population, parcels, and critical facilities, as well as damage estimates from simulated hazard scenarios. Methodologies for calculating loss estimates are the same as those described in Section 3.4 of the base plan. Additional information specific to McFarland that is not captured in Section 4.5 of the County base plan, such as the local regulatory environment or hazard event history, will be included in this assessment. Most importantly, the mitigation strategy presented in this plan responds to locally specific concerns and provides prescriptions or actions to achieve the greatest reduction of vulnerability, which results in saved lives, reduced injuries, reduced property damage, and protection for the environment in the event of a natural hazard.

This Annex provides information for the following natural hazard threats:

Flood

SECTION 1.3.6.1



Earthquake

SECTION 1.3.6.2



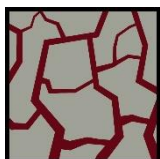
Severe Weather

SECTION 1.3.6.3



Drought*

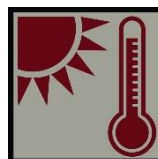
SECTION 1.3.6.4



** Subsidence is included as a secondary hazard to drought*

Extreme Heat

SECTION 0



Extreme heat was included as a sub-hazard of Severe Weather in Vol. 1 of this document but is discussed as a separate hazard here due to the severe vulnerability of McFarland's population. Additionally, some hazards which have been profiled in the base plan for the Kern County MJHMP were determined not to have relevancy to McFarland and are therefore excluded from this section of the Annex. These include:

- **Dam Failure** – No dam inundation zones within the Planning Area.
- **Wildfire** – Wildfires do not present a major risk locally; no wildfire severity zones located within the Planning Area. Secondary impacts related to air quality are addressed in other hazards.
- **Slope Failure** – Slope failure hazard poses minimal risk to low-lying areas of Kern County with little topography such as McFarland.
- **Soil Stability** – Land subsidence related to overdraft is included as a sub-hazard to **drought** in this document.



1.3.6.1 Flood

For a general description of the flood hazard, including floodplain definitions, see Vol. 1, Section 4.5.2.

1.3.6.1.1 Regulatory Environment

National Flood Insurance Program (NFIP)

Additional information and background regarding the NFIP are available in Vol. 1, Section 4.5.2.



The City of McFarland has participated in the NFIP since 1986 and is currently in good standing with the provisions of the NFIP. Compliance is monitored by FEMA regional staff and by the California Department of Water Resources under contract with FEMA. Maintaining compliance under the NFIP is an important component of flood risk reduction. See Table 1-15 for more information on the City's policies and historic flood insurance claims.

Table 1-15: NFIP Status Table as of August 2023

NFIP Status	Participating since 9/29/1986
Policies in Force	73
<i>Single Family</i>	70
<i>2-3 Family</i>	2
<i>All Other Residential</i>	1
<i>Non-Residential</i>	0
Total Premiums	\$29,522
Insurance in Force	\$12,038,300
Total Number of Closed Paid Losses	25
\$ of Closed Paid Losses	\$150,075
Number of Substantial Damage Closed Paid Losses	1

* Note: N/D signifies no data.

See Volume 1, Section 4.5 for more information on the NFIP.

Participants in the NFIP must, at a minimum, regulate development in floodplain areas in accordance with NFIP criteria. Prior to issuing a permit to build in a floodplain, participating jurisdictions must meet the following three criteria:

- New buildings and those undergoing substantial improvements must, at a minimum, be elevated to protect against damage by the 100-YR flood;
- New floodplain development must not aggravate existing flood problems or increase damage to other properties and
- New floodplain development must exercise a "reasonable and prudent effort" to reduce adverse impacts on threatened salmonid species.



Structures permitted or built before December 31, 1974 are considered “pre-FIRM”. “Post-FIRM” structures, built 1975 or later, are less vulnerable to under NFIP-compliant building codes and floodplain.

Compliance is monitored by FEMA regional staff and CA Department of Water Resources under contract with FEMA. Maintaining NFIP compliance is an important component of flood risk reduction. All planning partners that participate in the NFIP have identified initiatives to maintain compliance and good standing.

City of McFarland Storm Drain Master Plan

Completed in 2015, the City of McFarland Storm Drain Master Plan (SDMP) provides comprehensive long-range planning for the implementation and development of drainage facility improvements in the City of McFarland. Only limited data from the previous Kern County Flood Insurance Study (FIS) was available at the time of publication; specifically, the last FIS for this area does not identify runoff volumes from the regional flooding hazard. Therefore, the SDMP gives more focus to local flooding volumes in prescribing storm drain improvements, for which more data is available. Overall, the SDMP finds that McFarland’s storm drain infrastructure is largely undersized for even 10-year local flooding events, not accounting for unknown regional flooding hazards; it also provides a prioritization framework for conducting system improvements following a downstream to upstream approach.

City of McFarland General Plan

The City of McFarland underwent a comprehensive update to the City’s General Plan from 2021-2022, including several thematic elements which provide programs and policies that reduce flood risk either directly or indirectly; including Safety, Circulation, Land Use, Public Utilities, and Environmental Justice. Because future growth in McFarland is constrained in large part by the presence of floodplains and lack of existing storm drain infrastructures, development through 2040 necessarily accounts for flood risk in detail and flooding is considered throughout most of the thematic elements of the comprehensive General Plan.

City of McFarland Municipal Code

Chapter 15.12 of the City of McFarland General Plan contains specific provisions designed to promote public health, safety, and minimize losses due to flood conditions within hazard areas, specifically through the establishment of development permits for construction in SFHA’s, granting authority to the floodplain administrator, and establishing standards for construction to raise structures above base flood elevations.

1.3.6.1.2 Past Events

Historical floods in Kern County are discussed in detail in Vol. 1, Section 4.5.2. In the time between Vol. 1 adoption and the production of this Annex for the City of McFarland, winter atmospheric storm events in early 2023 caused widespread flooding throughout Kern County and areas of McFarland that warranted not only local evacuations, but also a federal disaster declaration. Flooding along SR-99 followed a south-north pattern and prompted evacuation of many residential areas of the City. At the time of Annex publication, NFIP claims information had not changed relative to late 2022 prior to the flooding events



1.3.6.1.3 Location

The City includes large areas of both 100 and 500-YR floodplain, as shown in Figure 1-12. The 100-YR floodway areas mostly follow a north-south pattern following the eastern side of SR-99, which includes residential areas. Over 60% of total land area in the City, including the recent 2022 annexation, is located in either a 100-YR or 500-YR flood zone. Additionally, the snapshot exposure summary detailed in Figure 1-12 shows approximately half of the City's population and parcels are located within the 100- and 500-YR flood hazard areas.

Table 1-16: City of McFarland – Flood Hazard Area Summary

	Total Land Area (including Annexation)	% Area in 100-YR Flood Zone	% Area in 500-YR Flood Zone	% Area in both 100- and 500-YR Flood Zone
City of McFarland	4,066 ac.	16.9%	44.9%	61.8%

1.3.6.1.4 Frequency / Probability of Future Occurrences

Additional information and background regarding the probability of future flood occurrence is available in Vol. 1, Section 4.5.2. As described in the 2015 Storm Drain Master Plan for McFarland, much of the City's storm drain infrastructure and roads are unprepared or located below 10-YR base flood elevations, or 10% annual probability storm events.

1.3.6.1.5 Severity

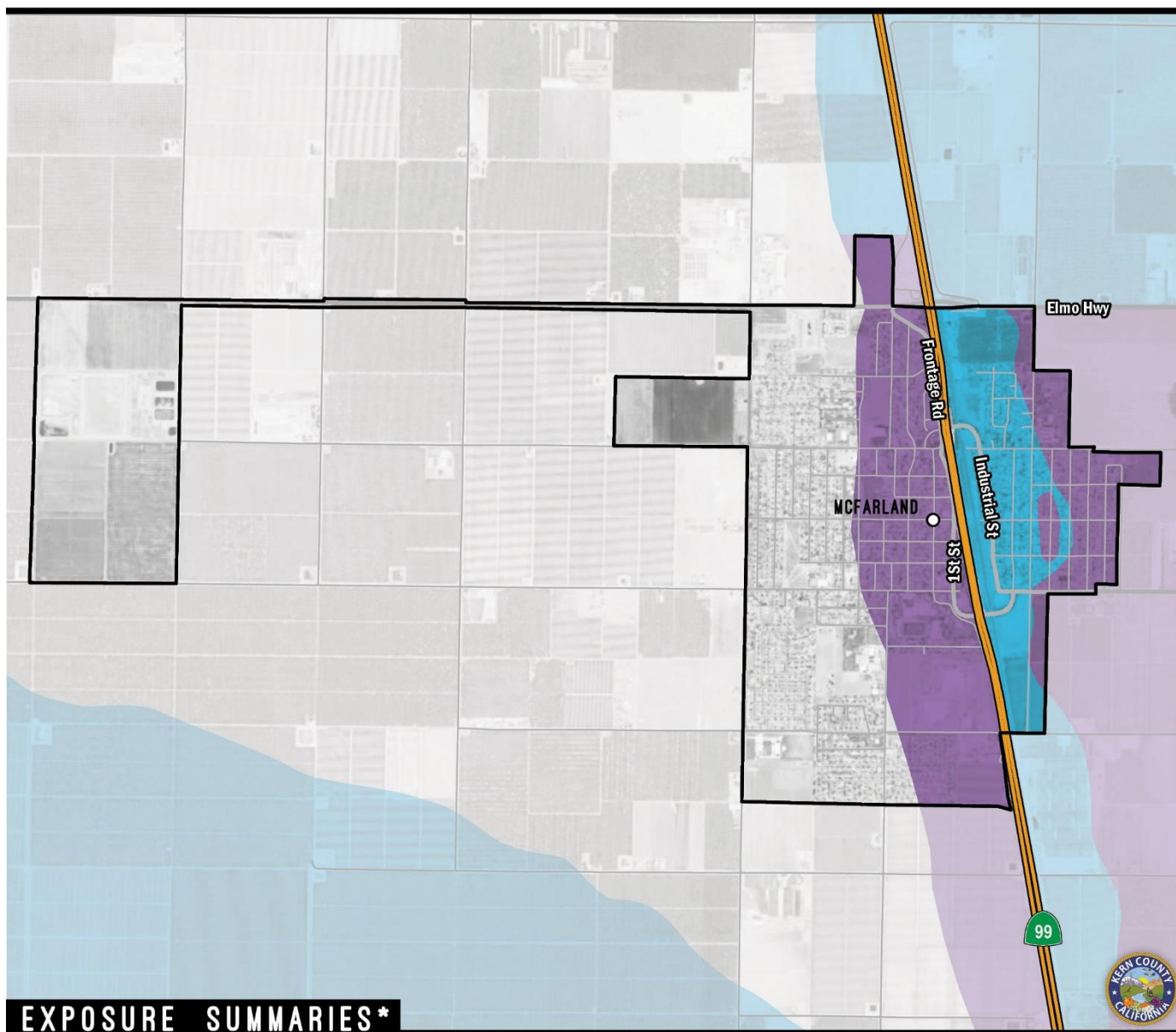
Past floods have disrupted highway and railroad traffic and communications services; damaged and destroyed agricultural lands and critical infrastructure including roads, bridges, and water and sewage treatment plants.

In developed areas, flood problems are usually intensified because new homes and other structures, and new streets, driveways, parking lots, and other paved areas decrease the amount of open land available to absorb rainfall and runoff, thus increasing the volume of water that must be carried away by waterways. However, storm drainage standards for new development in the City largely protect newer development.



FEMA FLOOD ZONE VULNERABILITY & EXPOSURE SNAPSHOT

MCFARLAND



EXPOSURE SUMMARIES*

POPULATION

COUNT

5,951 46%

PARCEL

COUNT

1,489 54%

PARCEL VALUE

IMPROVEMENT

\$100,248,026 39%

CONTENT

\$50,128,013 39%

CRITICAL INFRASTRUCTURE

COUNT

Essential Facilities 2 100%

High Potential Loss 29 78%

Transportation & Lifeline 3 60% 24 60%

LINEAR MILEAGE

MAP LEGEND

100-YR

100-YR FLOOD WAY

500-YR

PROTECTED BY LEVEE

*Exposure summaries include 100-year and 500-year flood zone areas. Hazard data source: FEMA.
(%) - Percent of respective category totals for jurisdiction.

Dynamic Planning + Science
for Kern County, 2019



Figure 1-12: City of McFarland - Flood Vulnerability & Exposure Snapshot



1.3.6.1.6 Flood Hazard Vulnerability

This section describes vulnerabilities to flooding in terms of exposed population, property, and infrastructure. Two methods of analysis were used to assess local flood vulnerability. First, an exposure analysis revealing total population, parcel count and value, and critical infrastructure is available in the Exposure Snapshot summary in Figure 1-12. Second, a Level 2 Hazus protocol was used to estimate potential damages to residential parcels from flooding under 100-YR (1% annual chance). Additional information regarding vulnerability assessment methodology is available in Vol.1., Section 3.4.

Hazus Damage Estimation

This section provides estimations of damages to residential buildings in the 100-YR and 500-YR flood zones. Damage estimations, as calculated by Hazus, estimate losses to structures from flooding by analyzing the depth of flooding and type of structure. Using historical flood insurance claim data, Hazus estimates the percentage of damage to structures and their contents by applying established damage functions to an inventory. For this analysis, all non-vacant parcels with current market values were used instead of default inventory data provided by Hazus. Additional information regarding Hazus methodology is available in Vol 1, Section 3.4.

Table 1-17: City of McFarland - Flood Loss Estimation for Residential Buildings

Parcel Type	Building Damage (\$)	Building Damage (% of total loss)	Content Damage (\$)	Content Damage (% of total loss)	Total Damage (\$)	Proportion of Loss (%)
100-YR Flood Event (1% chance annual probability)						
RES1	\$2,256,301	76.5%	\$694,772	23.5%	\$2,951,073	1%
RES2	\$0	--	\$0	--	\$0	0%
RES3A	\$426,355	62.2%	\$259,023	37.8%	\$685,378	3%
RES3B	\$128,051	61.7%	\$79,381	38.3%	\$207,431	4%
Total	\$2,810,707	73.1%	\$1,033,175	26.9%	\$3,843,882	1%
500-YR Flood Event (0.2% chance annual probability)						
RES1	\$13,821,669	75.8%	\$4,414,674	24.2%	\$18,236,343	5%
RES2	\$47	88.0%	\$6	12.0%	\$54	1%
RES3A	\$963,517	63.6%	\$550,860	36.4%	\$1,514,376	6%
RES3B	\$94,854	64.3%	\$52,729	35.7%	\$147,583	3%
Total	\$14,880,088	74.8%	\$5,018,269	25.2%	\$19,898,357	5%

Note: Total Inventory Values

RES1 - \$357,918,886

RES2 - \$5,964

RES3A - \$24,867,674

RES3B - \$5,190,419

Total - \$387,982,943



1.3.6.2 Earthquake

For a general description of the earthquake hazard, see Vol. 1, Section 4.5.4.



1.3.6.2.1 Regulatory Environment

Additional information regarding federal, state, and regional regulations pertaining to the earthquake hazard are listed in Vol. 1, Section 4.5.4. The City of McFarland follows Kern County in adopting the latest version of the California Building Code, which contains specific provisions for seismic resistant construction and design for new development. At the time of writing this plan McFarland had adopted the 2022 State Building Code.

1.3.6.2.2 Past Events

Numerous earthquakes have occurred in and near Kern County over the last two decades. In 2019, two earthquakes of 6.4 and 7.1 magnitude affected the Ridgecrest area, ripping several homes off their foundations. No deaths were reported and impacts to McFarland were limited to non-structural damage.

Table 1-18: Earthquakes in Kern County >4.5 Magnitude since 2000

Date	Location	Magnitude
1/25/2023	20 km NE of Arvin	2.9
9/29/2004	25 km SSW of Bodfish	5.0
4/16/2005	20 km ESE of Maricopa	4.6
9/22/2005	14 km NW of Grapevine	4.7
2/24/2016	6 km SSW of Wasco	4.9
7/4/2019	200 km NE of Los Angeles near Ridgecrest	6.4
7/5/2019	11 km from 7.4.2019 earthquake (in San Bernadino County)	7.1

Source: USGS

1.3.6.2.3 Location

Earthquake fault zones are established by the Alquist-Priolo Act of 1972, which requires mapping of surface faults with a potential for future rupture. These zones have been established by the State Geologist and indicate an active fault within the zone. While numerous faults exist in the region of Kern County with the potential to generate strong earthquakes that could bring damages to McFarland, there are no such mapped surface faults in City limits.

1.3.6.2.4 Frequency / Probability of Future Occurrences

Frequency and probability of earthquakes around Kern County are discussed in Vol 1., Section 4.5.4. The two mapping products utilized for the county-wide risk assessment for earthquake are included in this annex and include the Uniform California Earthquake Rupture Forecast, Version 4 (UCERF3) as well as Earthquake Shaking Potential based on USGS National Seismic Hazard Model. These probabilistic maps were used to determine scenario earthquakes for the vulnerability assessment portion of this plan. This



Annex will focus on damage estimates from a 6.7 M earthquake scenario along the San Andreas Fault system in the southern portion of the county. The San Andreas fault has the highest probability of an earthquake greater than 6.7 M within Kern County, with a >10% annual probability.

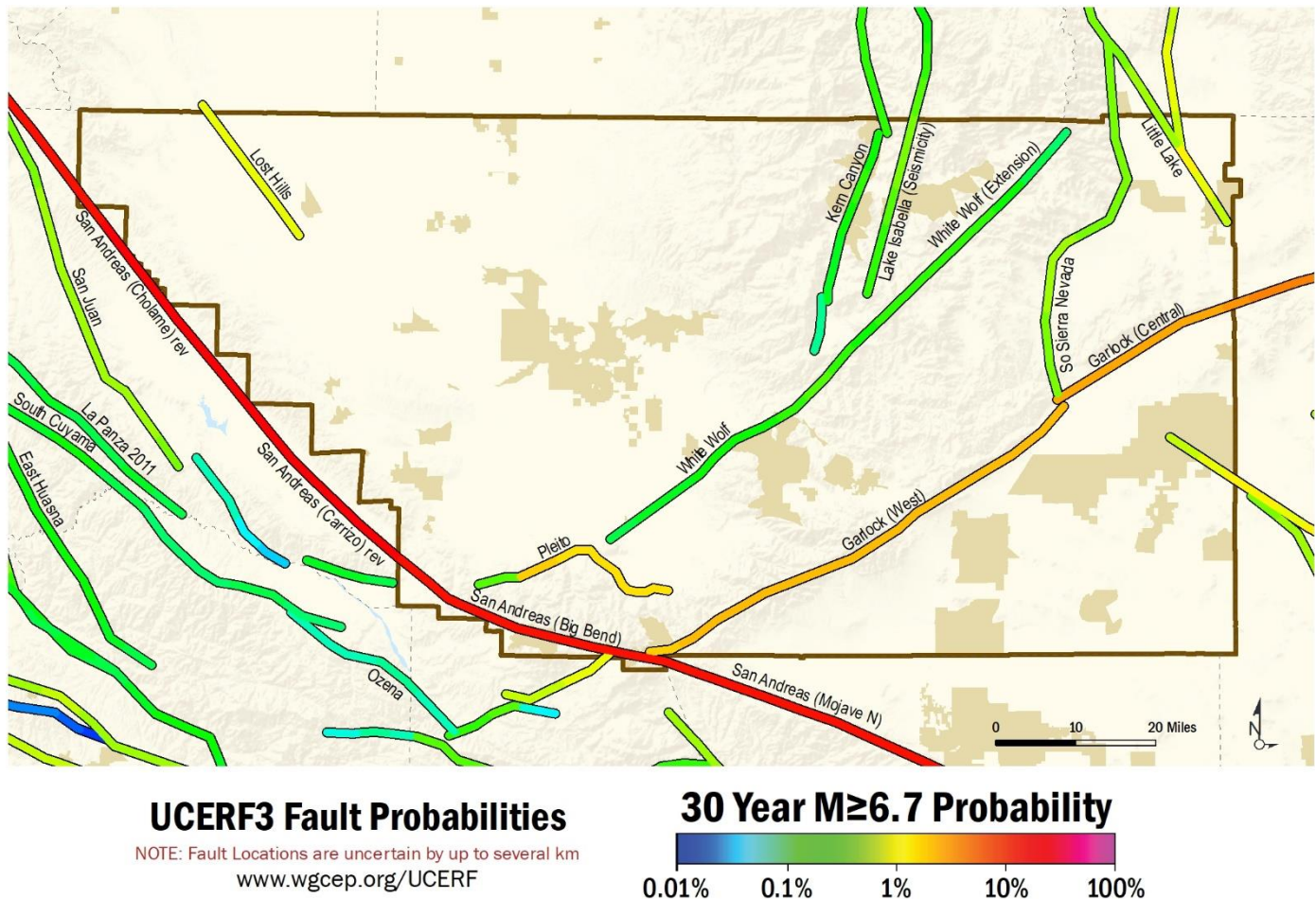


Figure 1-13: UCERF3 Fault Probabilities for Kern County

1.3.6.2.5 Severity and Extent

Even moderate earthquakes occurring in or near the Kern County region could result in casualties, property and environmental damage, and disruption to essential services. Additional impacts to the emergency services network are discussed in Vol. 1, Section 4.5.4.

Severity of damage to residential buildings are also a function of building age; nearly 40% of McFarland's housing stock was constructed prior to 1980, indicating that many residential buildings were designed prior to critical "benchmark" years in seismic code. The the statewide Earthquake Brace Bolt (EBB) grant program is an example of targeted efforts to address vulnerabilities among the aging housing stock.



Table 1-19: City of McFarland - Occupied Housing Units by Building Age

Date of Construction	Occupied Housing Units	% Total Occupied Housing Units
2020 or later	0	0.0%
2010 to 2019	346	10.6%
2000 to 2009	737	22.6%
1980 to 1999	939	28.8%
1960 to 1979	631	19.4%
1940 to 1959	479	14.7%
1939 or earlier	127	3.9%

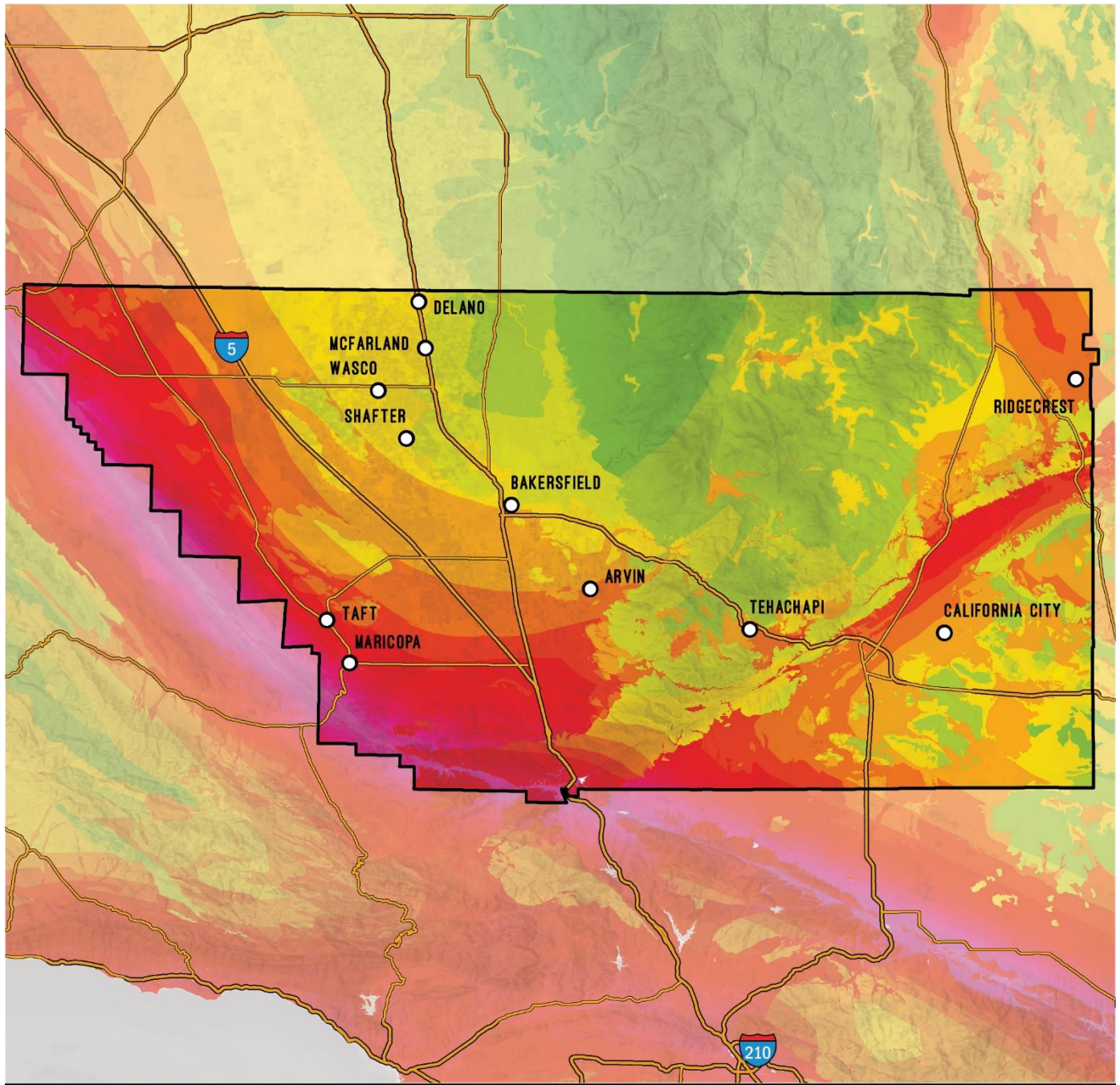
Source: ACS 2016-2021 5-yr Estimates.

1.3.6.2.6 Warning Time

Part of the major danger associated with earthquakes is the lack of warning time for essential services and residents in affected areas. Additional coordination and outreach is needed to ensure that residents of McFarland can benefit from the County-wide emergency notification system, ReadyKern, which deployed in 2020.

1.3.6.2.7 Earthquake Hazard Vulnerability

To assess the vulnerability of McFarland to earthquake hazards, the selected model earthquake scenario, an M6.7 earthquake along the San Andreas Mojave fault in southern Kern County, was overlaid with local population, parcels, and infrastructure to derive exposure summaries. These results are shown in the Snapshot summary in Figure 1-15. Overall, the scenario earthquake produced only moderate shaking and the entire area was determined to be exempt from exposure, which was only counted for strong to severe shaking. Nevertheless, the San Andreas fault can produce stronger earthquakes in this region that could bring stronger shaking and damages to McFarland. Even moderate shaking is also capable of disrupting essential services and causing non-structural but nonetheless serious damage and injury within homes and businesses.



EARTHQUAKE SHAKING POTENTIAL KERN COUNTY

*Data sources: California Geological Survey MS48 (Revised 2016)
Earthquake Shaking Potential for California



Figure 1-14: Earthquake Shaking Potential for Kern County

EQ - S. SAN ANDREAS MOJAVE N. VULNERABILITY & EXPOSURE SNAPSHOT

MCFARLAND

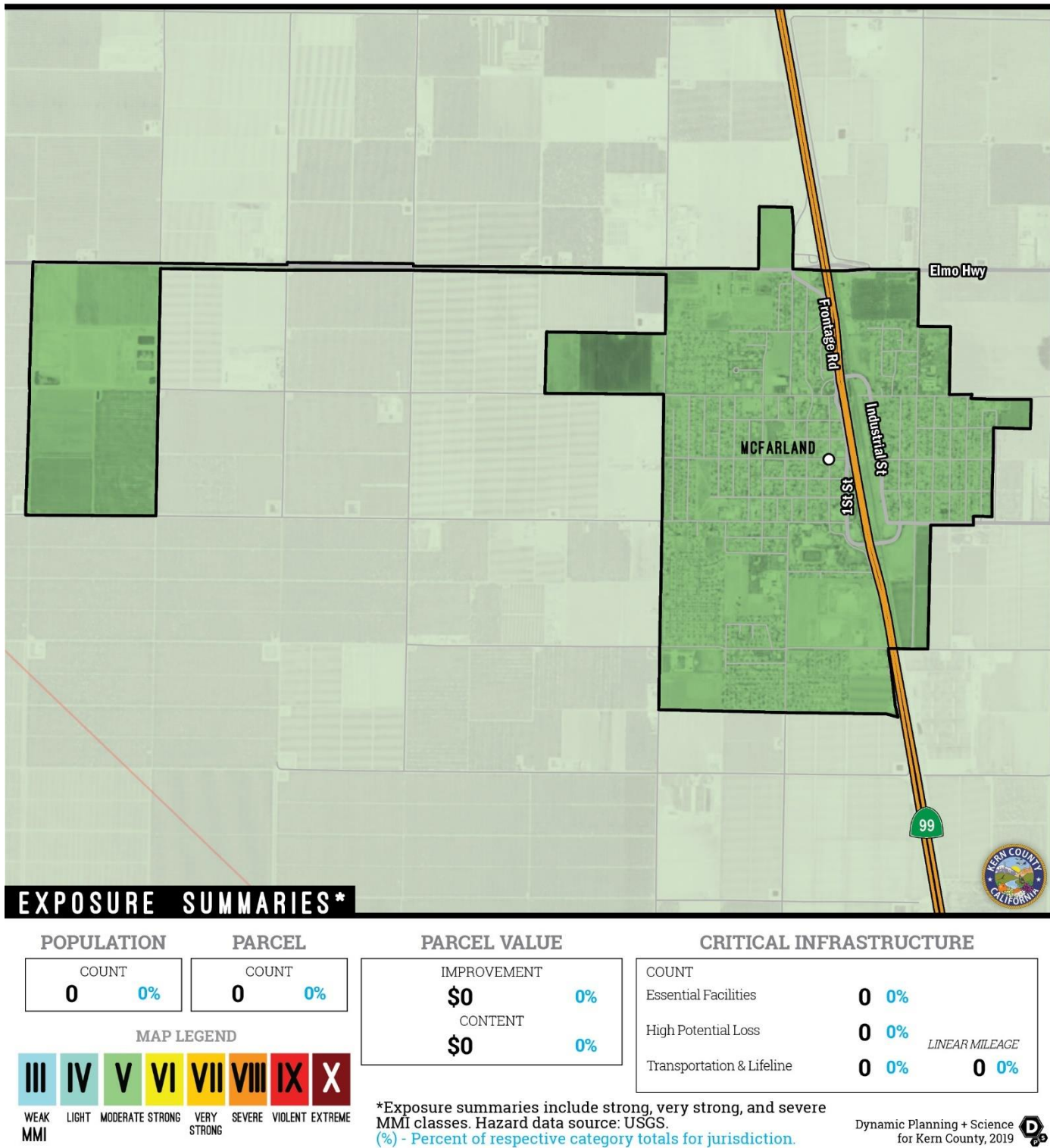


Figure 1-15: City of McFarland - S. San Andreas Mojave N. Vulnerability & Exposure Snapshot



1.3.6.3 Severe Weather

The severe weather hazard in McFarland may include high wind events, thunderstorms, and fog. The full contents of the severe weather hazard profile in Vol. 1, Section 4.5.1, also apply to McFarland and were taken into consideration when determining the appropriate mitigation strategy for the Severe Weather Hazard. No additional information is provided specific to this Annex.

1.3.6.4 Drought

Section 4.5.6 of Vol. 1 discusses drought description, past events, location, frequency/probability of future occurrence, severity, and vulnerability in detail. This section will only provide supplemental information relevant to McFarland which is not included in the Vol. 1 document.

1.3.6.4.1 Secondary Hazards: Subsidence

Subsidence is addressed as a separate hazard profile in the Vol. 1 plan under Soil Stability (Section 4.5.8) but will be discussed here as a secondary hazard to drought.

1.3.6.4.2 Regulatory Environment

Federal and state regulations pertaining to drought are discussed in Vol. 1, Section 4.5.6.

Southern San Joaquin Municipal Utility District (SSJMUD)

The City of McFarland is a municipal water provider located within the service area of the Southern San Joaquin Municipal Utility District. While McFarland is its own municipal water provider, relying on the local groundwater supply, which is naturally recharged, local on-farm recharge efforts led by SSJMUD accrue to benefit the City in maintaining municipal well supply. Given the relationship between the City's and the SSJMUS water supply, the City has made an effort to collaborate and maintain consistency with the SSJMUD Management Area Plan.

Kern Groundwater Authority (KGA) Groundwater Sustainability Plan

In accordance with the 2015 California Sustainable Groundwater Management Act (SGMA), which mandates statewide groundwater sustainability by 2040, the City of McFarland joined the Kern Groundwater Authority in preparing a Groundwater Sustainability Plan (GSP) to manage groundwater resources of the Kern County Subbasin, in which the City of McFarland is located. The most recent version of the GSP includes long-range planning for actions such as the fallowing of certain agricultural lands to meet the region's groundwater needs by 2040 and is taken into consideration in the City's most recent general plan update.

City of McFarland General Plan

As outlined in the 2020 comprehensive General Plan update, the City of McFarland is preparing for significant growth over the next two decades but is constrained, among other things, by water resources and existing infrastructure. As a primarily agricultural economy, the General Plan includes a Sustainable Agriculture update that balances future growth with other goals to protect valuable agricultural lands and improve sustainability practice to protect this critical sector in the local economy.



City of McFarland Urban Water Management Plan (2020)

The City of McFarland created its first UWMP in 2020, which is a comprehensive document that presents an evaluation of a water supplier's reliability over a 20–25-year horizon. The 2020 UWMP provides an assessment of present and future water supplies and demands within the City's service area and includes a water reliability assessment, Drought Risk Assessment (DRA), and a Water Shortage Contingency Plan (WSCP) to help prepare for future water shortages. The City worked in collaboration with KGA and SSJMUD to complete the plan.

1.3.6.4.3 Past Events

Past drought events in Kern County are shown in the U.S. Drought Monitor Categories timeline, Figure 1-16. In early 2023, a multi-year drought was broken during multiple months of atmospheric river flooding affecting the entire U.S. west coast.

Historical subsidence exposure summaries are shown in Figure 1-17. The entirety of McFarland's population, parcels, and infrastructure are exposed to low subsidence hazard.

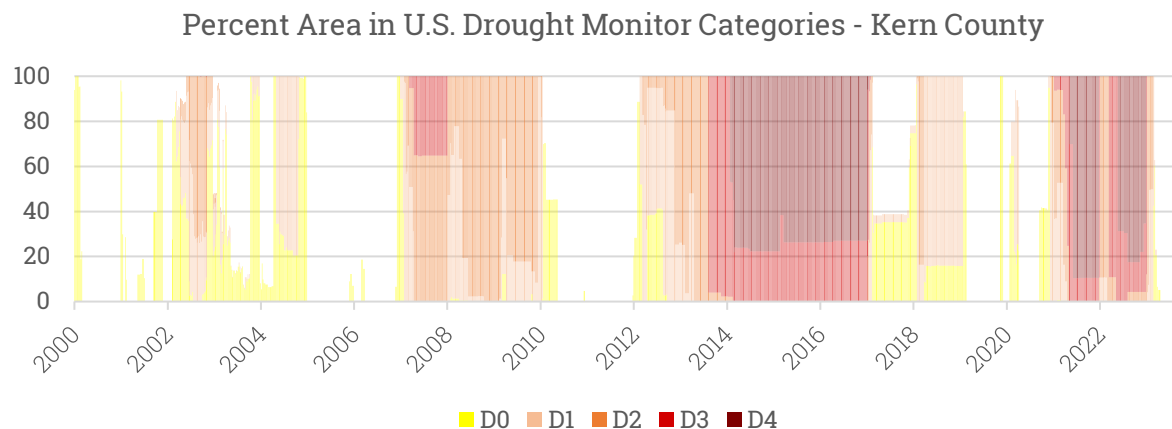
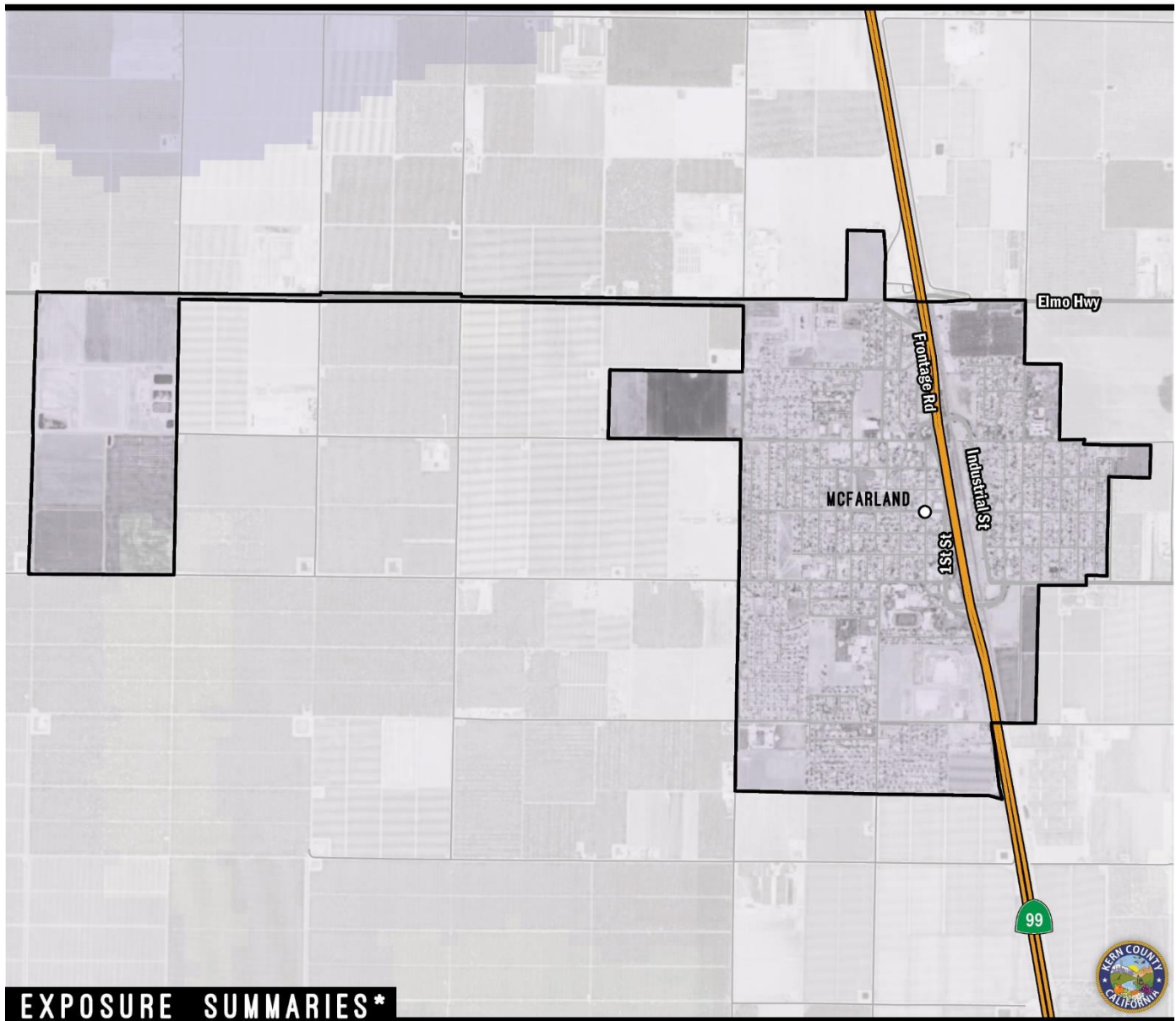


Figure 1-16: U.S. Drought Monitor Categories for Kern County, January 2000 - September 2023



SUBSIDENCE VULNERABILITY & EXPOSURE SNAPSHOT

MCFARLAND



EXPOSURE SUMMARIES*

POPULATION		PARCEL		PARCEL VALUE		CRITICAL INFRASTRUCTURE		
COUNT		COUNT		IMPROVEMENT		COUNT		
12,844		2,775		\$256,512,107		Essential Facilities	2	100%
99%		100%		CONTENT		High Potential Loss	37	100%
				\$128,283,053		Transportation & Lifeline	5	100%
							40	99%

MAP LEGEND

LOW LIFT

LOW SUBSIDENCE

MEDIUM SUBSIDENCE

HIGH SUBSIDENCE

EARTH MOVEMENT

*Exposure summaries include all classes of earth movement.
Hazard data source: DWR.
(%) - Percent of respective category totals for jurisdiction.

Dynamic Planning + Science
for Kern County, 2019

Figure 1-17: City of McFarland - Subsidence Exposure Snapshot



1.3.6.5 Extreme Heat

Additional description of the extreme heat hazard is provided in the Severe Weather hazard profile in Vol.1, Section 4.5.1. This Annex provides most recent data from Cal-Adapt for the City of McFarland describing the frequency of extreme heat events including days and nights above the 98th percentile values from a historical baseline period of 1961-1990, which coincides with a daytime temperature of 105.9°F and a nighttime temperature of 73.5 °F.

Table 1-20: City of McFarland - Frequency of Future Extreme Heat Events under Medium and High Emissions Scenarios

	Historical Emissions Scenario			High Emissions Scenario	
	Historical	RCP 4.5		RCP 8.5	
	Historical Baseline (1961 – 1990)	Mid Century (2035 – 2064)	End Century (2070 – 2099)	Mid Century (2035 – 2064)	End Century (2070 – 2099)
Days above 100°F	32 days	65 days	79 days	77 days	103 days
Days above 105.9°F (98 th Percentile)	3 days	20 days	31 days	29 days	52 days
Nights above 73.5 °F (98 th Percentile)	2 days	15 days	23 days	23 days	52 days



1.3.7 Identify Hazard Problem Statements

As part of the mitigation action identification process, the Planning Committee for each jurisdiction identified areas of concern (aka problem statements) for their respective facilities based on the risk assessment and vulnerability analysis, utilizing the RAMP mapping and static snapshot maps. Problem statements focused on the impact, victim, or threat that the hazard could create in the jurisdiction, as described in Figure 1-18. Identifying common issues and weaknesses through these problem statements assisted the Planning Committee in understanding the realm of resources needed for mitigation. Jurisdiction problem statements are listed in Table 1-21.

The goal is to have at least one mitigation action for every problem statement. Projects or actions have been developed to mitigate each problem identified. See Table 1-26 for a full list of mitigation actions and corresponding problem statements that they address. Each problem statement is coded with a problem number for cross-referencing between Table 1-21 and Table 1-26.



IMPACT

Casualties
Property damage
Business interruption
Financial loss
Environmental contamination



VICTIM

School children in hazard high areas
Care facilities in high hazard areas
Vulnerable populations exposed to hazards



THREAT

Increased fuels due to drought
Hotter, drier climates
More intense storms
Impervious surfaces = greater runoff
Spread of invasive species

Figure 1-18. Guidance for Problem Statements



Table 1-21: Hazard Problem Statements

Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
ps-AH-MF-36	All Hazard	Threat	NRP - Natural Resource Protection, SP - Structural Projects	City of McFarland	Climate change is altering the frequency and intensity of natural hazards affecting McFarland including extreme heat, flooding, drought, and severe weather.	ma-AH-MF-18, ma-AH-MF-17, ma-FL-MF-9, ma-EH-MF-29
ps-AH-MF-37	All Hazard	Victim	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	The community of McFarland includes many undocumented residents who do not qualify for many federal forms of financial assistance following declared disasters, and face major economic insecurity following loss of employment or damage to residences.	ma-AH-MF-18, ma-AH-MF-23
ps-AH-MF-38	All Hazard	Threat	ES - Emergency Services	City of McFarland	Lack of coordination between local level and County public alert systems throughout the Kern region can impede the spread of accurate/real time emergency information for residents, businesses, and local responding agencies during a major hazard event.	ma-AH-MF-21, ma-AH-MF-22, ma-AH-MF-17
ps-AH-MF-35	All Hazard	Victim	PRV - Prevention	City of McFarland	Low-income households face disproportionately higher utility burden resulting from water and energy conservation efforts.	ma-AH-MF-23
ps-GH-MF-19	Drought	Impact	PRV - Prevention, NRP - Natural Resource Protection, SP - Structural Projects	City of McFarland	Subsidence throughout the San Joaquin Valley causing damage and increased maintenance costs for water and linear infrastructure.	ma-DR-MF-30
ps-DR-MF-21	Drought	Impact	PRV - Prevention, NRP - Natural Resource Protection, SP - Structural Projects	City of McFarland	Presence of hydrophobic soils during extended periods of drought further reduces retention of precipitation.	ma-EH-MF-4, ma-DR-MF-19, ma-DR-MF-21, ma-DR-MF-1
ps-DR-MF-22	Drought	Threat	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	Kern County Subbasin experiences ongoing overdraft of 324,326 acre-feet per year, according to the most recent Groundwater Sustainability Plan.	ma-DR-MF-31, ma-DR-MF-20, ma-DR-MF-21, ma-DR-MF-1



Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
ps-DR-MF-23	Drought	Impact	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	Extended drought periods reduce annual recharge of groundwater resources across the region.	ma-DR-MF-21, ma-DR-MF-19
ps-DR-MF-25	Drought	Victim	NRP - Natural Resource Protection, SP - Structural Projects	City of McFarland	Increased pumping from wells during drought can pull shallow, contaminated groundwater down to depths commonly tapped for public drinking-water supply.	ma-DR-MF-2
ps-DR-MF-27	Drought	Victim	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	Widespread economic loss during drought years with impacts to farm owners, workers, related industries, and tax revenue.	ma-DR-MF-31, ma-FL-MF-25, ma-AH-MF-18, ma-DR-MF-1
ps-GH-MF-17	Earthquake	Threat	ES - Emergency Services, SP - Structural Projects	City of McFarland	Little to no warning time for earthquake hazards can increase risk of injury among McFarland residents.	ma-AH-MF-22, ma-AH-MF-21
ps-GH-MF-18	Earthquake	Victim	PPRO - Property Protection, SP - Structural Projects, PE&A - Public Education & Awareness	City of McFarland	The entirety of McFarland's population is exposed to moderate to strong shaking risk under modeled EQ scenarios.	ma-GH-MF-11, ma-GH-MF-13, ma-AH-MF-17, ma-AH-MF-21
ps-GH-MF-20	Earthquake	Impact	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Local linear utilities (power lines, gas and water mains) risk damage both from earthquake shaking and subsidence.	ma-EQ-MF-32
ps-EQ-MF-35	Earthquake	Threat	PE&A - Public Education & Awareness, SP - Structural Projects	City of McFarland	Pre 1970's residential construction (38% of total housing stock) face greater risk of damage/collapse under strong shaking scenarios;	ma-GH-MF-11, ma-GH-MF-13
ps-EQ-MF-39	Earthquake	Impact	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Many of McFarland's city facilities and infrastructure were designed prior to modern building codes and could face greater risk of damage or collapse under strong seismic shaking scenarios.	ma-EQ-MF-26, ma-GH-MF-12, ma-EQ-MF-27



COUNTY OF KERN

Kern Multi-Jurisdiction 2020 MJHMP Update

Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
ps-EH-MF-30	Extreme Heat	Threat	ES - Emergency Services, SP - Structural Projects	City of McFarland	Climate change is increasing the duration, frequency, and severity of extreme heat events, which are likely to increase the risk of mortality and morbidity due to heat-related illness and exacerbation of existing chronic health conditions.	ma-EH-MF-3, ma-EH-MF-4, ma-EH-MF-29, ma-AH-MF-18
ps-EH-MF-32	Extreme Heat	Victim	PE&A - Public Education & Awareness, ES - Emergency Services	City of McFarland	Vulnerable populations such as the elderly, children, outdoor workers, and persons with chronic medical conditions face greater rates of heat related injury, illness, and death.	ma-AH-MF-18, ma-EH-MF-29, ma-EH-MF-3
ps-EH-MF-33	Extreme Heat	Impact	PE&A - Public Education & Awareness, SP - Structural Projects	City of McFarland	Water consumption increases during extreme heat events, placing additional pressure on water supply during periods of drought.	ma-EH-MF-3, ma-DR-MF-20
ps-EH-MF-34	Extreme Heat	Impact	PE&A - Public Education & Awareness, SP - Structural Projects	City of McFarland	Additional demand for electricity during extreme heat events triggering rolling brownouts throughout the region.	ma-EH-MF-3, ma-EH-MF-5, ma-EH-MF-29, ma-AH-MF-18
ps-EH-MF-35	Extreme Heat	Victim	PE&A - Public Education & Awareness, ES - Emergency Services	City of McFarland	Low-income neighborhoods contain disproportionately low tree shade and natural land surface cover, contributing to higher temperatures during extreme heat events.	ma-EH-MF-4
ps-FL-MF-6	Flood	Threat	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Residential neighborhoods in the northeastern portion of the City are a historic loss area.	ma-FL-MF-8, ma-FL-MF-6, ma-FL-MF-28
ps-FL-MF-7	Flood	Threat	PRV - Prevention, PPRO - Property Protection, NRP - Natural Resource Protection, ES - Emergency Services, SP - Structural Projects	City of McFarland	Regional flood hazard from Poso Creek originates beyond City boundary and the City's control (Railroad Mainline & State Route 99).	ma-FL-MF-9



Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
ps-FL-MF-8	Flood	Threat	PPRO - Property Protection, ES - Emergency Services, SP - Structural Projects	City of McFarland	Long periods of winter rains saturate soils, increasing local flooding hazards.	ma-FL-MF-28, ma-FL-MF-8, ma-FL-MF-9, ma-FL-MF-24
ps-FL-MF-9	Flood	Victim	PE&A - Public Education & Awareness, ES - Emergency Services, SP - Structural Projects	City of McFarland	Transportation from and access to residential areas could become compromised during high water flooding events. Residents who lack access to a vehicle may be unable to leave early in the case of an evacuation.	ma-FL-MF-24, ma-FL-MF-6, ma-SW-MF-15
ps-FL-MF-10	Flood	Victim	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	Health issues as a result of flood water which exacerbate environmental health risks; mold/contaminated flood waters/West Nile Virus/agricultural waste.	ma-DR-MF-2, ma-FL-MF-25
ps-FL-MF-11	Flood	Threat	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Lack of local aboveground and underground storm drain/flood control infrastructure exacerbates regional flood hazards.	ma-FL-MF-25, ma-FL-MF-8
ps-FL-MF-12	Flood	Impact	PRV - Prevention, PE&A - Public Education & Awareness	City of McFarland	Many residents who live in or around the local flood hazard do not carry a flood insurance policy to cover losses.	ma-FL-MF-6
ps-FL-MF-13	Flood	Victim	PE&A - Public Education & Awareness, ES - Emergency Services	City of McFarland	In case of a major flood event, residents face risk of long-term displacement due to flooding with limited City ability to provide food and sheltering.	ma-AH-MF-18, ma-FL-MF-6
ps-FL-MF-15	Flood	Impact	PPRO - Property Protection	City of McFarland	Four schools are positioned within 500-year / 100-year floodplain areas; specifically Browning Road STEAM Academy (100), McFarland preschool (100), McFarland High (500), and Kern Avenue Elementary (500)	ma-FL-MF-33
ps-FL-MF-34	Flood	Threat	ES - Emergency Services, SP - Structural Projects	City of McFarland	Identified future police station site on the corner of Davis Ave and Elmo Hwy is situated within the 500-year floodplain, and close proximity to the 100-year floodplain.	ma-FL-MF-28



COUNTY OF KERN

Kern Multi-Jurisdiction 2020 MJHMP Update

Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
ps-FL-MF-40	Flood	Threat	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Climate change is projected to increase the severity of extreme weather events, including flooding from heavy rains.	ma-FL-MF-9, ma-FL-MF-8, ma-FL-MF-24, ma-AH-MF-18, ma-AH-MF-17
ps-SW-MF-2	Severe Weather	Impact	PPRO - Property Protection, ES - Emergency Services, SP - Structural Projects	City of McFarland	High winds events can result in broken tree limbs, fallen telephone lines, and a heavy accumulation of debris blocking storm drains.	ma-AH-MF-17, ma-SW-MF-15
ps-SW-MF-3	Severe Weather	Victim	PPRO - Property Protection, PE&A - Public Education & Awareness, SP - Structural Projects	City of McFarland	Substandard construction and the age of the housing stock have resulted in the lack of quality infrastructure (overhead vs. underground utility lines, lack of curb and gutter etc.), exposing low-income households to greater damage during severe weather events.	ma-FL-MF-8, ma-FL-MF-6, ma-SW-MF-34
ps-SW-MF-4	Severe Weather	Threat	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Aged and degraded road infrastructure is vulnerable to damage during severe weather events, escalating long-term maintenance costs.	ma-SW-MF-34
ps-SW-MF-5	Severe Weather	Impact	PPRO - Property Protection, SP - Structural Projects	City of McFarland	Blackouts and damage to grid infrastructure during thunderstorm/lightning events can limit delivery of essential services.	ma-AH-MF-18, ma-AH-MF-17



1.3.7.1 Mitigation Action Support Tool (MAST)

As a living document, hazard problem statements and mitigation activities will be updated through a web interface application developed specifically for participating jurisdictions. The Mitigation Action Support Tool (MAST) is accessible through <http://mitigatehazards.com/mcfarland-hmp/>.

MAST is a web-based interactive tool that enables multiple users to search, view, enter, and update mitigation actions, ideas or projects, and other information. MAST provides participating jurisdictions and plan reviewers (Cal OES/FEMA) access to valuable mitigation information that can be leveraged by future planning or other risk reduction efforts within the County. Participating jurisdictions can update the status of their mitigation projects throughout the planning lifecycle, and this web-based tool will improve participating jurisdiction's ability to apply for FEMA's Hazard Mitigation Assistance (HMA) grant programs including initial grant application processes through Cal OES.



1.4 Mitigation Strategy

The mitigation strategy is the guidebook to future hazard mitigation administration, capturing the key outcomes of the MJHMP planning process. The mitigation strategy is intended to reduce vulnerabilities outlined in the previous section (a.k.a. problem statements) with a prescription of policies and physical projects. These mitigation actions should be compatible with existing planning mechanisms and should outline specific roles and resources for implementation success.

1.4.1 Capabilities Assessment

This section examines the planning and regulatory, administrative, technical, financial, educational, and outreach capabilities to augment known issues and weaknesses from identified natural hazards.

The tables in this section explore various local planning mechanisms, administrative capacity, financial capabilities, and education and outreach initiatives. The columns in each table represent deeper dives into the following questions:

- Is the existing planning or regulatory mechanism used currently? (Column 1, Status)
- Has the HMP been integrated into the planning mechanism currently so that the named mechanism is currently used in HMP planning? (Column 2, Current Mitigation Use)
- Is there a future opportunity to expand, improve upon, and incorporate this 2020 HMP Update into the planning or regulatory mechanism? (Column 3, Future Opportunity)

The capabilities assessment is easily-digestible and based on color coding to indicate which policies and plans are adequate, need improvement or in which the HMP could be integrated. Each table includes a legend that explain how each one of these questions are being answered according to the color indicated: green, yellow, and orange.

For more information on the regulatory environment surrounding each hazard, see hazard-specific sections of Volume 1. Volume 1, Section 5.3.5 includes an extensive list of federal and state funding opportunities as well.



1.4.1.1 Planning and Regulatory Capabilities

Table 1-22. Planning and Regulatory Capabilities Summary

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Planning and Regulatory Capabilities				
Construction and Future Development Regulations				
Building Codes				See City Code Chapter 15.04.160 - 2022 CA State Building Code
BCEGS Rating	N/A	N/A	N/A	
Public Protection (ISO Class)	N/A	N/A	N/A	
Hazard-Related Development Standards				See Municipal Code Chapter 15.12 for SFHA development standards; § 8.20.060
Zoning Ordinance				See Muni Code Title 17.
Hazard-Specific Ordinance				See Municipal Code Chapter 15.12 for SFHA development standards
Growth Management Ordinance				See Muni Code Title 16, subdivisions
Hazard Reduction Programs (Annually Conducted)				
Capital Improvements Program (CIP) or Plan				CIP 2023-2024 outlines strategy for new police station/EOC, roads, and water/sewer systems
Erosion/Sediment Control Program				See municipal code 15.12.240; General plan EIR Chapter 5.8, Geology and Soils
Hazard-Related Public Outreach Program				See City of McFarland Local Hazard Mitigation Plan available on city website.
Stormwater Management Program (Annual Inspections)				
Seismic Safety Program (Non-structural)				No current plans specific to seismic safety that is non-structural.
Earthquake Modernization Plan (Building Safety)				No formal plan, but included on McFarland General Plan & building safety in ordinance 17.120.090
Hazard Plans				
General Plan Safety Element				McFarland adopted updated plan in 2016, plan includes HMP integration.
Community Wildfire Protection Plan (CWPP)				Kern County Fire Dept. includes 2021 Strategic Fire Plan , also details included in HMP.



Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Planning and Regulatory Capabilities				
Floodplain Management Plan				See municipal code Ch. 15.12, §§ 15.12.010 –15.12.510 - Floodplain mgmt. priorities and implementation strategy also outlined in LHMP and Safety Element.
Stormwater Management Plan				See Storm Drain Master Plan, 2015, prepared by RBF Consulting.
Emergency Operations Plan				Kern County Emergency Operations Plan (2014) integrated into City Safety Element
Climate Action Plan				McFarland has no current climate action plan, although updates to climate regulations included in goals listed by Kern Climate Change Task Force.
Ground Water Management Planning / Plans				Sustainable Agriculture Element of GP (2020); Kern Groundwater Authority GSP (2022)
Urban Greening Plan				City of McFarland Urban Forest Plan created in 2020
National Flood Protection Program (NFIP)				
Floodplain Management Regulations				See municipal code Chapter 15.12 - Floodplain management.
Flood Insurance Education and Technical Assist.				
Flood Hazard Mapping / Re-Mapping				See municipal code Chapter 15.12.070 - areas identified by the FIA; also Storm Drain Master Plan



Administrative and Technical Capabilities

Table 1-23. Administrative and technical capabilities summary

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Administrative and Technical				
Community Planning and Development Services				
Community Planner				Brianahi DeLeon
Civil Engineer				Public Works Director.
Building Code Official (Full time or Augmented)				Larry Ronk as Building Inspector
Floodplain Administrator				The City Manager is the Floodplain Administrator - see municipal code 15.12.140.
Fire Marshal				Kern County Fire Dept.
Dedicated Public Outreach Personnel				Shared across roles
GIS Specialist and Capability				Limited GIS capability
Emergency Manager				City Manager scope
Full-Time Building Official				Building Inspector scope
Dedicated Grant Manager, Writer, or Specialist				Shared across roles
Other				
Warning Systems/Services				
General				ReadyKern; opportunity for expanded GIS capacity + coordination
Flood				
Wildfire				
Geological Hazards				



1.4.1.2 Financial Capabilities

Table 1-24. Financial capabilities summary

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Fiscal Capabilities				
Financial Resources for Hazard Mitigation				
Levy Taxes for Specific Purposes				Requires voter approval
Utilities Fees				Water Department
Benefit assessments				
System Development Fee				See 2020 analysis of development impact feed through 2040
General Obligation Bonds to Incur Debt				Limited ability (see 2023-2024 CIP)
Special Tax Bonds to Incur Debt				Limited ability (see 2023-2024 CIP)
Withheld Spending in Hazard-Prone Areas				Majority of city area exposed to flood and EQ hazard; community block grants subject to NFIP regulations
Stormwater Service Fees				Storm Drain Fee included in 2023-2024 CIP
Capital Improvement Project Funding				Included in 2023-2024 CIP



1.4.1.3 Education and Outreach

Table 1-25. Education and outreach capabilities summary

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Education / Outreach Capabilities				
Education/Outreach Resources				
Website Dedicated to Hazard Topics				
Dedicated Social Media				
Hazard Info. Avail. at Library/ Planning Desk				
Annual Public Safety Events				Coffee with a Cop, Trunk-o-Treat
Ability to Field Public Tech. Assistance Requests				
Public Safety Newsletters or Printed Outreach				
Resource Conservation Districts				Northwest Kern RCD conducts debris removal along Poso Creek; future opportunity for collaboration
Other				



1.4.2 Mitigation Actions

Mitigation actions were developed based upon the jurisdiction's priorities, risk assessment results, and mitigation alternatives. The mitigation action prioritization method used by all participating jurisdictions is described in Section 5.5.1 of Volume 1. Table 1-26 lists each priority mitigation action, responsible party, time frame, potential funding source, implementation steps, and resources need to implement based upon the Planning Committee consensus.

Each participating jurisdiction, including the City of McFarland, considered ongoing relevancy of mitigation actions from the existing MJHMP and retained or removed such actions while adding new relevant actions as well. Mitigation actions were examined for relevancy and the potential for future implementation and then evaluated for potential follow-up. Some mitigation actions developed during the previous HMP effort were not included because they were an inherent part of the HMP update process or were not detailed enough for implementation at a local Jurisdiction level. The City of McFarland has made significant changes to other mitigation actions because of the updated risk assessment and implementation strategy, to include more detail, or to update based on current mitigation practices. Volume 1, Section 5.5.2 provides a record of County wide mitigation actions, the status, and additional notes for each action.

Table 1-26 lists each mitigation action for the City of McFarland. Each participating jurisdiction developed unique mitigation actions, targeted at their own unique priorities and vulnerabilities. Each mitigation action identifies the responsible party, time frame, potential funding source, implementation steps and resources needed to implement these priority mitigation actions. As a living document, hazard problem statements and mitigation activities will be updated through MAST. The detail in Table 1-26 meets the regulatory requirements of FEMA and DMA 2000.

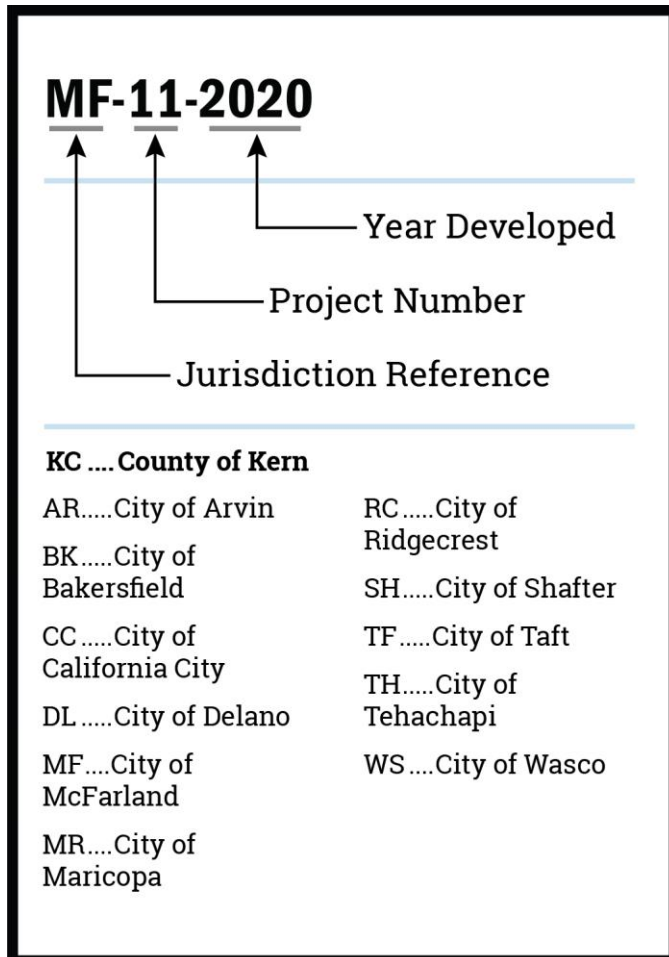


Figure 1-19. Mitigation Action Key



Table 1-26. City of McFarland Mitigation Actions

Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Related Problem Statements
ma-AH-MF-17	All Hazard	ES - Emergency Services	Ongoing	2023	City of McFarland	Complete the purchase and outfitting of a dedicated Mobile EOC unit to increase City operational and response capacity during natural disaster events and emergencies.	Police Department	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	Project	HMGP / BRIC	Extreme	ps-AH-MF-36, ps-AH-MF-38, ps-GH-MF-18, ps-FL-MF-40, ps-SW-MF-2, ps-SW-MF-5
ma-AH-MF-18	All Hazard	SP - Structural Projects	Pending	2023	City of McFarland	Seek funding to establish a local Community Resilience Center (CRC) to provide shelter and resources during climate and other emergencies as well as fund year-round services and ongoing programming that build overall community resilience.	Community Development	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Project	HMGP / BRIC	High	ps-AH-MF-37, ps-AH-MF-36, ps-DR-MF-27, ps-EH-MF-30, ps-EH-MF-32, ps-EH-MF-34, ps-FL-MF-13, ps-FL-MF-40, ps-SW-MF-5
ma-AH-MF-21	All Hazard	PE&A - Public Education & Awareness	Pending	2023	City of McFarland	Create a dedicated page on the city website and across social media channels to promote hazard-specific educational materials related to emergency preparedness, alert systems, mitigation at home, and assistance programs.	Community Development, IT	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	1-3 Years	5%	Internal Funding	Medium	ps-AH-MF-38, ps-GH-MF-17, ps-GH-MF-18
ma-AH-MF-22	All Hazard	ES - Emergency Services	Pending	2023	City of McFarland	Collaborate with Kern County OES / Fire Department to implement ReadyKern notifications for hazards within and surrounding McFarland city limits.	Community Development, Police	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	5%	HMGP / BRIC	Extreme	ps-AH-MF-38, ps-GH-MF-17
ma-AH-MF-23	All Hazard	PE&A - Public Education & Awareness	Pending	2023	City of McFarland	Partner with local CBO's including Faith in the Valley and Community Action Partnership of Kern (CAPK) to increase low-income households' access to utility assistance programs to lessen the disproportionate cost burden associated with water and energy conservation measures.	Community Development	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	Ongoing	5%	HMGP / BRIC	Medium	ps-AH-MF-37, ps-AH-MF-35
ma-DR-MF-1	Drought	PE&A - Public Education & Awareness	Pending	2016	City of McFarland	Develop and implement a public education program to promote residential water conservation and increase awareness of drought conditions.	Community Development	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	5-10 Years	Project	HMGP / BRIC	Medium	ps-DR-MF-27, ps-DR-MF-22, ps-DR-MF-21

**COUNTY OF KERN****Kern Multi-Jurisdiction 2020 MJHMP Update**

Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Related Problem Statements
ma-DR-MF-2	Drought	PRV - Prevention	Ongoing	2016	City of McFarland	Complete outfitting of the Garzoli well for arsenic treatment.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	Project	HMGP / BRIC , Internal Funding	High	ps-DR-MF-25, ps-FL-MF-10
ma-DR-MF-19	Drought	NRP - Natural Resource Protection	Pending	2023	City of McFarland	Replace irrigated landscaping and turf present on local parks and City facilities with drought-tolerant / water-wise vegetation.	Public Works	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	3-5 Years	Project	CRNA Institutional Turf Replacement Program	High	ps-DR-MF-21, ps-DR-MF-23
ma-DR-MF-20	Drought	SP - Structural Projects	Pending	2023	City of McFarland	Install advanced metering devices for local residential and commercial water customers to support water conservation efforts, enhanced tracking of City-wide water consumption, and improved leak detection.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Project	HMGP / BRIC , USBR WaterSMART	High	ps-DR-MF-22, ps-EH-MF-33
ma-DR-MF-21	Drought	NRP - Natural Resource Protection	Pending	2023	City of McFarland	in accordance with the GP Public Facilities Element Programs PF 1.2.2.3 - 1.2.2.4, identify sites for designation as groundwater recharge areas via either stormwater or treated wastewater.	Community Development, Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Planning	HMGP / BRIC	High	ps-DR-MF-21, ps-DR-MF-22, ps-DR-MF-23
ma-DR-MF-30	Drought	PPRO - Property Protection	Pending	2023	City of McFarland	Continue to use best available science to monitor ongoing subsidence risk throughout the Kern Sub-Basin and assess existing wellheads for evidence of subsidence damage on an annual basis.	Public Works	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	Annually	Planning	HMGP / BRIC , N/A	Medium	ps-GH-MF-19
ma-DR-MF-31	Drought	PRV - Prevention	Ongoing	2023	City of McFarland	Continue to implement the recommendations of the 2022 KGA Umbrella Groundwater Sustainability Plan and integrate into local planning mechanisms and elements.	Community Development	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	Ongoing	Planning	HMGP / BRIC , Internal Funding , USBR WaterSMART	High	ps-DR-MF-22, ps-DR-MF-27
ma-GH-MF-11	Earthquake	PE&A - Public Education & Awareness	Pending	2016	City of McFarland	Encourage retrofit of single-family homes including bolting foundations, strengthening cripple walls, and removing or strengthening masonry chimneys.	Community Development	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	Ongoing	5%	N/A	Medium	ps-EQ-MF-35, ps-GH-MF-18



Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Related Problem Statements
ma-GH-MF-12	Earthquake	PPRO - Property Protection	Ongoing	2016	City of McFarland	Conduct structural retrofit / hardening of key City-owned critical facilities and infrastructure from earthquake hazards.	Community Development - Building Division	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-5 years	Project	HMGP / BRIC	Extreme	ps-EQ-MF-39
ma-GH-MF-13	Earthquake	PPRO - Property Protection	Pending	2016	City of McFarland	Inventory high occupancy buildings and critical facilities (e.g., churches, clinics, hotels, and other gathering spaces), and conduct targeted outreach to connect property owners with seismic mitigation resources.	Building Division	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Planning	HMGP / BRIC , Internal Funding	Medium	ps-EQ-MF-35, ps-GH-MF-18
ma-EQ-MF-26	Earthquake	PPRO - Property Protection	Pending	2023	City of McFarland	Establish a non-structural hazard evaluation and risk reduction program for city buildings and departments housing critical functions.	Public Works	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Planning	HMGP / BRIC	High	ps-EQ-MF-39
ma-EQ-MF-27	Earthquake	PPRO - Property Protection	Pending	2023	City of McFarland	Seismic retrofitting and repairing the Perkins Avenue and Sherwood Avenue overpasses .	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Project	HMGP / BRIC	Extreme	ps-EQ-MF-39
ma-EQ-MF-32	Earthquake	SP - Structural Projects	Pending	2023	City of McFarland	Upgrade local water system lines to HDPE materials to provide seismic resistance.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Project	HMGP / BRIC	Medium	ps-GH-MF-20
ma-EH-MF-3	Extreme Heat	PE&A - Public Education & Awareness	Pending	2016	City of McFarland	Increase public awareness and education surrounding the signs / symptoms of heat related illness, individual risk factors, treatment, and preventative strategies.	Community Development	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	1-5 years	5%	N/A	High	ps-EH-MF-30, ps-EH-MF-32, ps-EH-MF-33, ps-EH-MF-34
ma-EH-MF-4	Extreme Heat	PRV - Prevention	Ongoing	2016	City of McFarland	Develop a program to implement the recommendations of the City's 2020 Urban Greening Plan to increase the cover of shade trees and natural surfaces throughout the City and reduce the urban heat island effect.	Community Development	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Project	HMGP / BRIC	High	ps-DR-MF-21, ps-EH-MF-30, ps-EH-MF-35
ma-EH-MF-29	Extreme Heat	ES - Emergency Services	Pending	2023	City of McFarland	Develop policies and procedures for a City EOC activation during extreme heat events, including shelter & care options for heat-sensitive populations such as	Community Development, City Manager	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	Ongoing	Planning	HMGP / BRIC	High	ps-AH-MF-36, ps-EH-MF-30, ps-EH-MF-32, ps-EH-MF-34

**COUNTY OF KERN****Kern Multi-Jurisdiction 2020 MJHMP Update**

Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Related Problem Statements
						seniors, children and outdoor workers.								
ma-FL-MF-6	Flood	PE&A - Public Education & Awareness	Pending	2016	City of McFarland	Increase residents' awareness of local flooding hazards, encourage purchase of flood insurance and provide information for home mitigation strategies.	Community Development	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	1-5 years	5%	Internal Funding	High	ps-FL-MF-6, ps-FL-MF-9, ps-FL-MF-12, ps-FL-MF-13, ps-SW-MF-3
ma-FL-MF-8	Flood	SP - Structural Projects	Pending	2016	City of McFarland	Implement local drainage improvements as prioritized in the City of McFarland 2015 Drainage Master Plan, including packages of projects identified for grant funding.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-5 years	Project	HMGP / BRIC	Extreme	ps-FL-MF-6, ps-FL-MF-8, ps-FL-MF-11, ps-FL-MF-40, ps-SW-MF-3
ma-FL-MF-9	Flood	PPRO - Property Protection	Ongoing	2016	City of McFarland	Continue collaboration with USACE and regional partners in the preparation of a regional study to accurately map local flooding hazards, incorporating the impacts of climate change on heavy rain events.	Public Works	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Planning	HMGP / BRIC	Extreme	ps-AH-MF-36, ps-FL-MF-7, ps-FL-MF-8, ps-FL-MF-40
ma-FL-MF-24	Flood	SP - Structural Projects	Pending	2023	City of McFarland	Elevate and retrofit City-maintained bridges and culverts to allow proper stormwater and 100-YR flows.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Project	HMGP / BRIC , FMA	High	ps-FL-MF-9, ps-FL-MF-8, ps-FL-MF-40
ma-FL-MF-25	Flood	PRV - Prevention	Pending	2023	City of McFarland	Strengthen existing code/ordinances pertaining to the flood hazard, especially in the context of future commercial development in the newly annexed area south of the City.	Community Development	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	5%	HMGP / BRIC , FMA	High	ps-DR-MF-27, ps-FL-MF-10, ps-FL-MF-11
ma-FL-MF-28	Flood	PRV - Prevention	Pending	2023	City of McFarland	Identify sites for the creation of new stormwater basins and facilities to accommodate population growth and future development.	Public Works; Community Development	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Planning	HMGP / BRIC , FMA	High	ps-FL-MF-6, ps-FL-MF-8, ps-FL-MF-34



Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Related Problem Statements
ma-FL-MF-33	Flood	SP - Structural Projects	Pending	2023	City of McFarland	Collaborate with the McFarland Unified School District to evaluate structural flood mitigation strategies and grant funding opportunities to protect existing school facilities in the 100- and 500-yr floodplain.	Community Development	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	1-3 Years	Planning	HMGP / BRIC , FMA	Medium	ps-FL-MF-15
ma-SW-MF-15	Severe Weather	PPRO - Property Protection	Pending	2016	City of McFarland	Build capacity and standard procedures for debris removal from local roadways and drainage systems and following major storm events.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	Ongoing	Planning	HMGP / BRIC , Internal Funding	High	ps-FL-MF-9, ps-SW-MF-2
ma-SW-MF-16	Severe Weather	PPRO - Property Protection	Ongoing	2016	City of McFarland	Harden critical facilities to the effects of severe storm events.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-5 years	Project	HMGP / BRIC	Medium	
ma-SW-MF-34	Severe Weather	PPRO - Property Protection	Pending	2023	City of McFarland	Prioritize upgrades to circulation and road improvements along evacuation routes, as identified in the Safety element.	Public Works	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	Project	HMGP / BRIC	Extreme	ps-SW-MF-4, ps-SW-MF-3



INTENTIONAL BLANK PAGE



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: CONSENT AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: APPROVAL OF RESOLUTION NO. 2024-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR THE POSITION OF CITY COUNCIL SPECIAL PROJECTS MANAGER/POLICE OVERSIGHT ADVISOR

SUMMARY:

This staff report presents for open session ratification the approved employment agreement with Kenny Williams for the position of City Council Special Projects Manager/Police Oversight Advisor. This position was approved by the City Council in a closed session on February 22, 2024, and the agreement is set to commence on March 1, 2024. The creation of this role and the ratification of the agreement demonstrate the City of McFarland's dedication to improving oversight and project management, particularly within the Police Department. This effort towards transparency and formal acknowledgment underpins our commitment to effective governance.

Employment Agreement Overview

The agreement with Kenny Williams sets forth terms for the newly established position, outlining responsibilities, compensation, benefits, and termination clauses. Serving at the will of the City Council, Williams's role is pivotal for enhancing city operations and ensuring compliance with legal standards.

Key Agreement Details:

Effective Date: March 1, 2024.

Nature of Position: At-will, exempt from standard personnel rules.

Duties: Include but are not limited to emergency management, project oversight, policy development, and strategic planning to improve operational efficiency and legal compliance.

Term: Six months, with renewal options.

Salary: \$150 per hour for up to 80 hours per month, with a total not to exceed \$72,000 for the initial six months.

Benefits: Retirement contributions without health insurance, vacation, or sick leave benefits, reflecting the part-time status of the role.

Termination: Defined procedures for resignation, retirement, and termination with or without cause.

Position Description Summary

The City Council Special Project Manager/Police Oversight Advisor role is designed to enhance administrative oversight and efficiency, with a strong emphasis on legal compliance and operational effectiveness within city governance and the Police Department.

FINANCIAL IMPACT:

No financial impact is anticipated from the establishment of this position. The increased costs associated with this new role are expected to be offset by savings incurred through the appointment of the current City Manager, who is serving in a dual capacity as both City Manager and Finance Director. This strategic staffing arrangement allows for the efficient allocation of resources while maintaining the City's commitment to operational excellence and fiscal responsibility.

RECOMMENDATION:

Staff recommends the City Council's ratification of Kenny Williams's employment agreement in open session to affirm our dedication to transparency, oversight, and effective city management. This action will formalize the establishment of the City Council Special Projects Manager/Police Oversight Advisor position and confirm the terms of Mr. Williams's service to the City of McFarland.

ATTACHMENTS:

1. Kenny Williams Employment Agreement - Signed
2. City Council Special Project Manager Police Oversight Advisor Job Description

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR THE POSITION OF CITY COUNCIL SPECIAL PROJECTS MANAGER/POLICE OVERSIGHT ADVISOR

WHEREAS, the City Council of the City of McFarland recognizes the necessity of enhancing oversight and project management within the City, particularly in relation to the Police Department; and

WHEREAS, the City Council, in a closed session on February 22, 2024, approved the creation of the position of City Council Special Projects Manager/Police Oversight Advisor to meet this need; and

WHEREAS, the City Council further approved an employment agreement with Kenny Williams to fill this position, commencing on March 1, 2024; and

WHEREAS, the City Council is committed to transparency in its actions and desires to ratify this agreement in an open session to formalize the appointment of Kenny Williams to this important role; and

WHEREAS, no financial impact is anticipated from the establishment of this position, as the increased costs associated with this new role are expected to be offset by savings incurred through the strategic staffing arrangement of the current City Manager serving in a dual capacity as both City Manager and Finance Director;

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

1. The City Council hereby ratifies the employment agreement with Kenny Williams for the position of City Council Special Projects Manager/Police Oversight Advisor, as approved in the closed session on February 22, 2024, with the term commencing on March 1, 2024.
2. This resolution affirms the City Council's commitment to improving operational efficiency and legal compliance within city operations and the Police Department, ensuring the well-being and safety of the community of McFarland.
3. The City Council confirms that no financial impact is anticipated from the establishment of this position due to the expected offset of increased costs by savings from the current City Manager's dual role capacity.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 14, 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

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made on this 28 day of February, 2024, by and between the City of McFarland, a Municipal Corporation ("City"), and Kenny Williams ("Williams"). The City and Williams are collectively referred to as the "Parties" where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Williams as the City Council's Special Project Manager/Police Oversight Advisor; and

WHEREAS, the position of Special Project Manager/Police Oversight Advisor is an "at will" position, not subject to the City's personnel rules; and

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

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Williams as its City Council Special Project Manager/ Police Oversight Advisor as of March 1, 2024 ("Effective Date"). Williams and the City agree to the terms and conditions of this Agreement.
3. **"At-Will" Employment.** Williams's employment with City is at the sole will, discretion, and pleasure of the City. The City Council may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Williams's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

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

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Council to terminate Williams's employment. Subject to State and Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Williams.

4. Duties.

a. City Council Special Project Manager/Police Oversight Advisor . Employee accepts employment with the City as its City Council Special Project Manager/Police Oversight Advisor and agrees to perform all functions, duties, and services as defined by the City Council, including, but not limited to the following:

1. Will carry out the function of the Emergency Manager in the event of a non-law enforcement critical incident. All law enforcement critical incidents are managed by the chief of police. The SPM/POA will assist the chief of police on law enforcement critical incidents when requested by city council or the chief of police.
2. Performs highly responsible administrative work, conducting or providing project oversight for a variety of complex and sensitive assignments.
3. Prepares reports and correspondence to express objectives, findings, recommendations, and goals to the City Council, Committees, etc. as directed.
4. Ensures management related studies are prepared and administered to conform to all legal and specification requirements for deliverables, performed in a timely manner, written in a manner that protects the City against risk, are economically beneficial, and are consistent with industry standards.
5. Plans, and coordinates activities including writing specifications for projects and other specifically assigned functions.
6. Coordinates assignments with City Council for establishing priorities and schedules to ensure the outcomes and goals of council are achieved.
7. Coordinates the resolution of technical, procedural and operational problems; evaluating contractor performance; and specifying appropriate actions to be taken to correct deficiencies.
8. Handles highly classified and confidential matters including personnel investigations and other critical issues related to ensuring the ethical, moral and legal obligations of the city are upheld.
9. Assists in building a dynamic city environment that incorporates the concepts of effectiveness and efficiency.
10. Plans for future departmental growth, with regard to additional services and research programs relative to their specific application to the departments and community.
11. Reviews department operations, researches modern management methods, and formulates enforcement rules, procedures, and policies for efficient operation of the departments.
12. Attends county, regional, and State conferences, and meetings with other public officials as instructed by city council.
13. Investigates and determines proper courses of action on complaints.
14. Researches and recommends the adoption of new, or the deletion of old, ordinances for the overall benefit of the community.
15. Recommends the development and implementation of departmental in-service training programs.
16. When requested interviews and makes recommendations on the employment of new personnel.
17. When requested, makes recommendations on promotions, transfers, or dismissals.

18. Prepares special reports related to department operations.
19. Makes every reasonable effort to continually improve the manner in which the city operates to increase the quality of service to the public.
20. Updates the Lexipol policy manuals to ensure accurate procedures for the Police Department and the city.
21. Develops and implements the city's strategic water plan and the city's strategic beautification plan.
22. Continually progresses the mitigation efforts to elevate the McFarland flooding concerns of the Poso Creek tributary.
23. Leads the efforts in the planning, development, and construction, of the city's new police department building.
24. Performs other related duties as requested.

5. **Term.** Except as hereinafter described, the term of this Agreement shall be for six months (6) commencing on the Effective Date. The term of this agreement shall renew upon the recommendation by the city council for an additional six months (6) on the effective date of each subsequent six-month anniversary, if mutually agreed by both parties. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

a. **Hours.** This position is a part-time position of up to 80 hours per month consisting of the following hours of work. Additional hours can be permitted as mutually agreed upon. The hourly rate will be calculated based on the terms of this agreement.

i. **Week 1 & 3:** 24 hours per week as agreed by the parties.

ii. **Week 2 & 4:** 16 hours per week as agreed by the parties.

6. **Termination.** Williams's "at-will" employment as City Council Special Project Manager/Police Oversight Advisor may be terminated as follows:

a. **Resignation.** If Williams elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

b. **Retirement.** If Williams elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.

c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Williams's employment as City Council Special Project Manager/Police Oversight Advisor at any time, "without cause" or advance notice. Upon the termination without cause Williams will receive Three months (3) of his salary to allow for his transition to social security.

- d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Williams's employment at any time, "with cause." "Cause" shall include, but not be limited to:
- i. Willful misconduct or gross negligence;
 - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
 - iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - v. Williams's death; or
 - vi. If Williams is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
 - vii. Williams's permanent disability if such disability precludes Williams from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.
- e. **Termination Obligations.** Williams agrees that all property, including, without limitation, all equipment, Confidential Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Williams employment. Williams' obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
- i. **Confidential Information.** "Confidential Information" shall include, but not be limited to, all information or material that Williams learns of or obtains during his employment with City that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City.

Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Williams by City. Nothing herein shall require City to disclose any of its information to Employee.

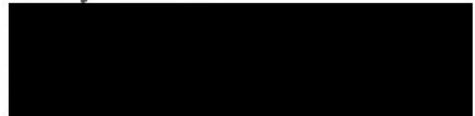
- ii. During his employment with City as City Council Special Project Manager/ Police Oversight Advisor, Williams shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Williams shall not use or disclose any Confidential Information, except with the express written consent of City. Williams' obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.
7. **Salary and Benefits.** Williams's salary and other benefits for all work or services called for under this Agreement shall be as follows:
- A. **Salary.** Commencing on the Effective Date, Williams's shall be compensated at the rate of \$150 per hour paid in bi-weekly pay periods. The compensation will not exceed \$72,000 in the six-month contract period. Any salary increases or decreases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
 - B. **Vacation.** Williams shall receive no vacation leave as the employment is part time.
 - C. **Sick Leave.** Williams shall receive no sick leave from the city unless required by the California sick leave law.
 - D. **Administrative Leave.** Williams shall receive no administrative leave as the employment is part time.
 - E. **Holiday and Other Leaves.** Williams shall receive the same leaves, and holidays, as provided to other employees at the City.
 - F. **Health Insurance Benefits.** Williams shall not receive any health insurance benefits as Williams has agreed to waive the health insurance coverage and can provide proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
 - G. **Term Life Insurance.** Williams will not receive any group life insurance.
 - H. **Cell Phone.** City shall provide Williams with a cell phone purchased by City to be used by Williams exclusively for performance of His duties under this Agreement and City

shall pay the monthly charges for the cell phone data usage. Alternatively, at Williams's election, City will pay Williams an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Williams acknowledges that use of the City provided cell phone, or His personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

- I. Retirement.** City represents and Williams acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Williams's salary monthly to Williams's 401(k) or deferred compensation retirement account. Williams shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.
- J. Expenses.** City shall reimburse Williams for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Williams shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.
- 8. Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Williams under any law or ordinance. City shall defend, save harmless and indemnify Williams from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as City Council Special Project Manager/Police Oversight Advisor, provided the Claims arise while Williams is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.
- 9. Evaluation.** The City Council shall evaluate Williams after the first three (3) months of the Term of this Agreement. The City Council shall have the right to establish the format and the forms to be used.
- 10. Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City
City Council, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email:

Williams
Kenny Williams



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

11. General Provisions.

- A. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties' Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. **Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- F. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- H. **Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context

so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

- J. Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.
- K. Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. Execution.** This Agreement is effective April 1, 2024. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. Non-Interest.** Except for Williams, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

 - a.** Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Williams, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.
 - b.** Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.

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

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

- P. **Independent Legal Advice.** City and Williams represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Williams further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

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

Dated:

2/28/24

CITY OF MCFARLAND

By:

Sey
Saul Ayon

Title: Mayor

Dated:

2/28/24

EMPLOYEE

By:

Kenny Williams
Kenny Williams

APPROVED AS TO FORM:

By:

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



CITY OF MCFARLAND
CITY COUNCIL SPECIAL PROJECT MANAGER/POLICE OVERSIGHT ADVISOR

Salary: DOE (EXEMPT)

POSITION SUMMARY:

The City Council Special Project Manager/Police Oversight Advisor (SPM/POA) will assist the city council with special projects and provide administrative advice and assistance regarding the Police Department. This position will provide an extra level of assurance in safeguarding the city from liability and assist with the formulation of processes that make the city operate more efficiently and effectively.

JOB DUTIES:

1. Will carry out the function of the Emergency Manager in the event of a non-law enforcement critical incident. All law enforcement critical incidents are managed by the chief of police. The SPM/POA will assist the chief of police on law enforcement critical incidents when requested by city council or the chief of police.
2. Performs highly responsible administrative work, conducting or providing project oversight for a variety of complex and sensitive assignments.
3. Prepares reports and correspondence to express objectives, findings, recommendations, and goals to the City Council, Committees, etc. as directed.
4. Ensures management related studies are prepared and administered to conform to all legal and specification requirements for deliverables, performed in a timely manner, written in a manner that protects the City against risk, are economically beneficial, and are consistent with industry standards.
5. Plans, and coordinates activities including writing specifications for projects and other specifically assigned functions.
6. Coordinates assignments with City Council for establishing priorities and schedules to ensure the outcomes and goals of council are achieved.
7. Coordinates the resolution of technical, procedural and operational problems; evaluating contractor performance; and specifying appropriate actions to be taken to correct deficiencies.
8. Handles highly classified and confidential matters including personnel investigations and other critical issues related to ensuring the ethical, moral and legal obligations of the city are upheld.

9. Assists in building a dynamic city environment that incorporates the concepts of effectiveness and efficiency.
10. Plans for future departmental growth, with regard to additional services and research programs relative to their specific application to the departments and community.
11. Reviews department operations, researches modern management methods, and formulates enforcement rules, procedures, and policies for efficient operation of the departments.
12. Attends county, regional, and State conferences, and meetings with other public officials as instructed by city council.
13. Investigates and determines proper courses of action on complaints.
14. Researches and recommends the adoption of new, or the deletion of old, ordinances for the overall benefit of the community.
15. Recommends the development and implementation of departmental in-service training programs.
16. When requested interviews and makes recommendations on the employment of new personnel.
17. When requested, makes recommendations on promotions, transfers, or dismissals.
18. Prepares special reports related to department operations.
19. Makes every reasonable effort to continually improve the manner in which the city operates to increase the quality of service to the public.
20. Updates the Lexipol policy manuals to ensure accurate procedures for the Police Department and the city.
21. Develops and implements the city's strategic water plan and the city's strategic beautification plan.
22. Continually progresses the mitigation efforts to elevate the McFarland flooding concerns of the Poso Creek tributary.
23. Leads the efforts in the planning, development, and construction, of the city's new police department building.
24. Performs other related duties as requested.

MINIMUM QUALIFICATIONS:

Knowledge and abilities:

The SPM/POA will have the knowledge to conduct complex analysis and investigations, evaluating and providing recommendations that improve the current processes and methods of operations. Critically analyzes data and prepares reports and other documents that assists the city in maintaining their legal and ethical obligations to the community. Organizes multifaceted personnel investigations, creating processes and evaluations that ensure the fair and consistent application of accountability practices. Reads, interprets, and applies complex procedures, policies, rules, and regulations. Organizes and prioritizes assigned work. Prepares clear, accurate, and concise reports, correspondence, and other written materials. Maintains confidentiality.

Communicates tactfully, and effectively with employees and employee representatives. Uses initiative and makes sound and independent judgments within established goals and objectives.

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

Understands the methodology of emergency management in critical incidents and ensures the development of processes that provide the community a critical incident action plan. Responds to critical incidents and oversees the deployment of resources and the coordination of resources of other agencies. Provides feedback and after-action plans that improve the overall effectiveness of critical incident responses and improves the community's preparedness.

Licensing and Certificates:

Possess an appropriate California Driver's License with a driving record acceptable to the city.

Education and experience:

Bachelor's degree in criminal justice, public administration, business administration, or a related field; master's degree preferred.

- Minimum of 3 years of experience in municipal government.
- Strong understanding of municipal operations, budgeting, and strategic planning.
- Excellent communication, negotiation, and interpersonal skills.
- Broad and extensive experience in all major phases of municipal police work
- Minimum of fifteen years of California law enforcement experience.
- Prior experience as a Chief of Police
- Possession of a California P.O.S.T. management certificate

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefits package including:

- Retirement: Deferred Compensation 401(k) -The City of McFarland contributes an additional 10%of an employee's pay each pay period into a 401K plan, at no cost to the employee.
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 12 Days Holiday Pay

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



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: PUBLIC HEARINGS
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Final Public Hearing and consideration of Adoption of Ordinance No. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS.

- a. Staff Report: Community Development Director Paul Saldana
- 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. 003-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS.
- d. Direct City Clerk to post Ordinance in designated posting location within fifteen days of its passage.
- e. Direct Community Development Director to post Report Pursuant to Election Code 21130(f)

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. As required by Elections Code Section 10010, the City held two public hearings prior to the release of draft maps of election districts on December 14, 2023 and January 11, 2024. A new map was published on February 15, 2024, seven days prior to this hearing. Tonight is the adoption of the final map.

Analysis

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 was to hold two public hearings to solicit input on the composition of City Council districts. These hearings were held at the December 14, 2023 and January 11, 2024 Regular City Council Meetings. The public was requested to provide testimony about the City's "communities of interest" and other local factors that should be considered while drafting district boundaries.

California Elections Code Section 10010 requires the City must hold at least two public hearings on the proposed district boundary maps. The City held the first of these two hearings on February 8, 2024. The second hearing was held on February 22, 2024.

Furthermore, as required, the draft maps were made publicly available for at least seven days before the public hearing. Four draft maps were posted to the City website and available at City Hall by January 18. An additional draft map, drawn at Council's direction, was published on February 15. The five draft maps are also included as a supplement to this staff report.

On February 22, 2024 the City Council received the staff report and held a public hearing. At the close of the public hearing, the Council selected the Red Map as the preferred map and determined the sequence of elections, districts 2 and 4 holding elections in 2024 and districts 1 and 3 holding elections in 2026. The Council introduced Ordinance 003-2024 for first reading effectuating the selections.

Legal Compliance

In reviewing draft maps, the City must ensure compliance with the following state and federally-mandated criteria, according to the Fair Maps Act of 2023 (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...”
Consequently, the final map conforms to the aforementioned laws and regulations. The proposed ordinance is proposed for adoption.

FINANCIAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends City Council conduct final public hearing on the proposed distracting, waive full reading of the ordinance text and adopt Ordinance 003-2024.

ATTACHMENTS:

1. Attachment A Red Map

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ESTABLISHING A BY DISTRICT ELECTION SYSTEM IN FOUR COUNCIL DISTRICTS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10010, AND AMENDING AND ADDING NEW SECTIONS TO CHAPTER 1.25 GENERAL MUNICIPAL ELECTIONS OF THE MCFARLAND MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS

Section 1. Recitals

WHEREAS, California Government Code Section 34886, effective January 1, 2016, permits the City Council of any city to change the City's method of election by ordinance to a "by-district" system in which each member of the City Council is elected only by the voters in the district in which the candidate resides, and permits the mayor to continue to be elected at-large, in accordance with California Government Code Section 34871, subdivision (c); and

WHEREAS, under the provisions of California Elections Code Section 10010, a city that changes from an at-large city council method of election to a by-district city council method of election requires a total of five public hearings, which includes at least two public hearings regarding potential voting district boundaries prior to the release and consideration of any draft voting district maps, and two public hearings following the release of draft voting district map(s); and

WHEREAS, at regular meeting of the City Council of the City of McFarland held on the 14th day of December 2023, the City Council adopted Resolution No. 2023-156 that initiated the process of establishing a by-district election system and adopting the schedule; therefore, and

WHEREAS, thereafter, at regular meeting of the City Council of the City of McFarland held on the 11th day of January 2024, pursuant to California Elections Code Section 10010(a)(1), the City Council held public hearings where the public was invited to provide input regarding the composition of the City's voting districts before any draft maps were drawn, and the City Council of the City of McFarland considered and discussed the same; and

WHEREAS, thereafter, at a regular meeting of the City Council of the City of McFarland held on the 8th day of February, 2024, respectively, pursuant to California Elections Code Section 10010(a)(2), the City Council held public hearings where the public was invited to provide input regarding the content of the draft maps that had been released at least seven (7) days before each meeting, and the proposed sequence of elections, and the City Council of the City of McFarland considered and discussed the same; and

WHEREAS, at the regular meeting of the City Council of the City of McFarland held on the 22nd day of February 2024, the City Council directed staff to draft an ordinance adopting the voting district map known as Red Map (attached hereto as Attachment A) and putting the Council districts 2 and 4 on the 2024 ballot, and the Council districts 1 and 3 on the 2026 ballot; and

WHEREAS, at the regular meeting of the City Council of the City of McFarland held on the 14th day of March 2024 the City Council held a final public hearing on the proposal to establish district

boundaries, reviewed additional public input, formally selected the voting district map and the election sequence attached to, incorporated in, and set forth in this Ordinance, which was introduced for a first reading at the same regular meeting of the City Council of the City of McFarland; and

WHEREAS, throughout the foregoing process, the City engaged in a significant amount of public outreach and engagement above and beyond the public hearings and other procedures required by California Elections Code Section 10010, including, but not limited to, two public workshops; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of members of the City Council of the City of McFarland by-district in four single-member districts as reflected in Attachment A to this Ordinance, with the Mayor elected at-large, in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code) and to implement the guarantees of Section 7 of Article I and of Section of Article II of the California Constitution.

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

Section 1. **Code Amendment.** Title 1 of the McFarland Municipal Code is hereby amended by adding Chapter 1.25 to the existing title to read as follows:

“1.25 City Council Elections.

“1.25.010 Declaration of Purpose. The City Council of the City of McFarland hereby declares that the change of method of electing members of this Council hereby enacted is being made in furtherance of the California Voting Rights Act of 2001.

“1.25.020 City Council Districts Established. Four City Council districts are hereby established in the City of McFarland. The boundaries and identifying number of each district shall be as described on the Council District Map attached hereto as Exhibit “A” and incorporated hereby by this reference.

“1.25.030 Election of Members of the City Council by District.

“a. Following the effective date of this ordinance and upon the commencement of “by district” elections in the order established in Section 1.25.040 of this Code, Members of the City Council shall be elected “by District” as defined in California Government Code Section 34871 or any successor statute. No term of any Member of the City Council that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

“b. Registered voters signing nomination papers or voting for a Member of the City Council shall be residents of the geographical area making up the district from which the Member is to be elected.

“c. The terms of the office of each Member elected to the City council shall remain four (4) years.

“1.25.040 Commencement of District Elections. Commencing with the general municipal election in November of 2024 and thereafter the voters in districts 2 and 4 shall elect Members of the City Council by district for full four (4) year terms. At the general municipal election in 2026 and thereafter, the voters in districts 1 and 3 shall elect Members of the City Council by district for full four (4) year terms.

“Pursuant to Elections Code Section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which he or she was elected.”

Section 2. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of McFarland hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Section 4. The City Clerk shall certify to the adoption of this Ordinance.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 2/22/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 3/14/2024 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 March 14, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk

McFarland Districting 2024

Red Map

The western extension
is in District 1

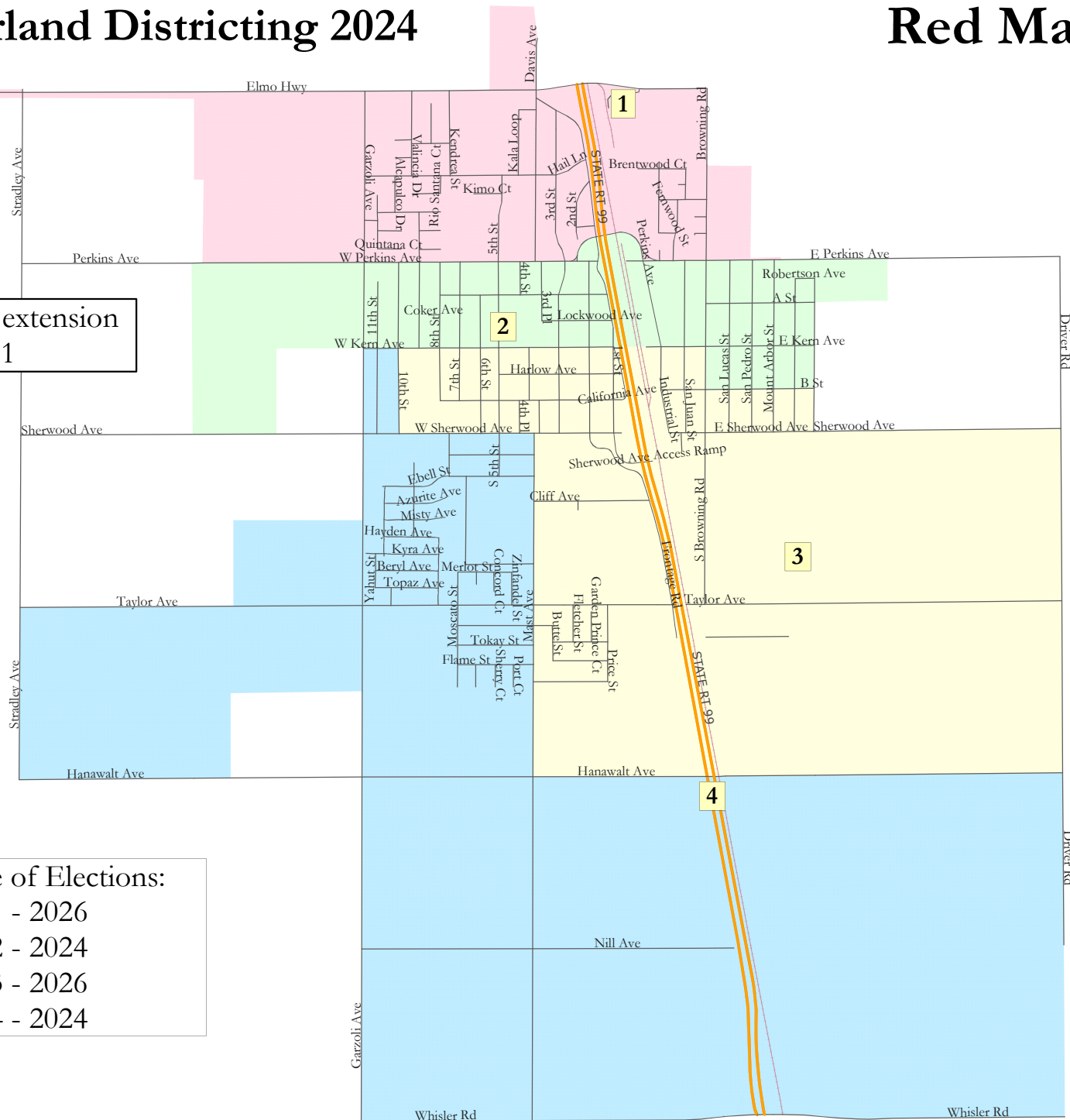
Sequence of Elections:

District 1 - 2026

District 2 - 2024

District 3 - 2026

District 4 - 2024



NDC Red						
District		1	2	3	4	Total
	Total Pop	3,578	3,507	3,382	3,468	13,935
	Deviation from ideal	94	23	-102	-16	196
	% Deviation	2.70%	0.66%	-2.93%	-0.46%	5.63%
Total Pop	% Hisp	95%	97%	95%	95%	96%
	% NH White	3%	2%	3%	3%	3%
	% NH Black	0%	0%	1%	0%	0%
	% Asian-American	1%	0%	1%	1%	1%
Citizen Voting Age Pop	Total	1,373	1,441	1,433	1,392	5,639
	% Hisp	94%	84%	90%	94%	91%
	% NH White	5%	16%	6%	3%	7%
	% NH Black	0%	0%	1%	0%	0%
	% Asian/Pac.Isl.	0%	0%	0%	3%	1%
Voter Registration (Nov 2022)	Total	1,158	1,197	1,133	1,121	4,610
	% Latino est.	98%	98%	97%	99%	98%
	% Spanish-Surnamed	98%	98%	97%	99%	98%
	% Asian-Surnamed	1%	0%	0%	0%	1%
	% Filipino-Surnamed	2%	1%	2%	2%	2%
	% NH White est.	0%	0%	0%	-1%	0%
	% NH Black	0%	0%	0%	0%	0%
Voter Turnout (Nov 2022)	Total	362	375	360	342	1,438
	% Latino est.	96%	93%	93%	95%	94%
	% Spanish-Surnamed	86%	84%	83%	85%	85%
	% Asian-Surnamed	0%	0%	0%	1%	0%
	% Filipino-Surnamed	2%	1%	1%	1%	2%
	% NH White est.	1%	2%	2%	2%	2%
	% NH Black	0%	0%	0%	0%	0%
Voter Turnout (Nov 2020)	Total	614	679	603	611	2,507
	% Latino est.	92%	94%	88%	92%	92%
	% Spanish-Surnamed	92%	94%	88%	92%	92%
	% Asian-Surnamed	1%	0%	0%	0%	0%
	% Filipino-Surnamed	2%	2%	2%	1%	2%
	% NH White est.	6%	4%	5%	11%	6%
	% NH Black est.	0%	0%	1%	0%	0%
ACS Pop. Est.	Total	3,411	3,505	4,030	3,108	14,054
Age	age0-19	44%	41%	35%	38%	39%
	age20-60	48%	46%	57%	53%	51%
	age60plus	8%	13%	8%	9%	10%
Immigration	immigrants	33%	33%	28%	39%	33%
	naturalized	27%	27%	24%	20%	24%
Language spoken at home	english	18%	25%	26%	27%	24%
	spanish	82%	75%	73%	71%	75%
	asian-lang	0%	0%	1%	2%	1%
	other lang	0%	0%	0%	0%	0%
Language Fluency	Speaks Eng. "Less than Very Well"	48%	49%	48%	47%	48%
Education (among those age 25+)	hs-grad	56%	44%	49%	60%	51%
	bachelor	1%	1%	1%	6%	2%
	graduatedegree	1%	2%	1%	3%	2%
Child in Household	child-under18	73%	62%	57%	65%	64%
Pct of Pop. Age 16+	employed	65%	60%	52%	55%	57%
Household Income	income 0-25k	30%	26%	23%	20%	25%
	income 25-50k	34%	38%	32%	41%	36%
	income 50-75k	20%	16%	18%	9%	16%
	income 75-200k	16%	20%	24%	30%	22%
	income 200k-plus	0%	0%	3%	0%	1%
Housing Stats	single family	67%	86%	90%	99%	85%
	multi-family	33%	14%	10%	1%	15%
	rented	57%	48%	42%	38%	46%
	owned	43%	52%	58%	62%	54%
Total population data from the California adjustment to the 2020 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2017-2021 American Community Survey and Special Tabulation 5-year data.						



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: PUBLIC HEARINGS
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Introduction and First Reading of Ordinance No. 007-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 19.040 RELATING TO COMMERCIAL CANNABIS RETAIL PERMITS.

- a. Staff Report: Community Development Director Paul Saldana
- b. Open Public Hearing and receive public testimony
- c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No. 007-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 19.040 RELATING TO COMMERCIAL CANNABIS RETAIL PERMITS.
- d. Schedule second reading for the next regularly scheduled Council meeting.

SUMMARY:

Section 19.04.110 provides for a Commercial Cannabis Business that can be located in a C-2 zone subject to a Development Agreement. However, section 19.04.040 does not identify the number of commercial cannabis permits operating under a retail Type 10 State License that are allowed in the City. The proposed amendment would provide that only one retail permit be allowed in the City until the City population reaches 30,000. Thereafter, an additional permit would be allowed for each 15,000 population. Consequently, the amendment provides clarity about the number of retail permits allowed to be permitted in the City.

On February 27, 2024 the Planning Commission held a public hearing regarding the proposed amendment and following the public hearing adopted Resolution 2024-0005 recommending the City Council adopt the proposed Ordinance limiting the number of licenses in the City of McFarland with findings that the proposed meets the criteria for a commonsense exemption pursuant to Sections 15061(b)(3) of the CEQA guidelines.

FINANCIAL IMPACT:

No fiscal impact.

RECOMMENDATION:

City Council open public hearing and receive testimony; motion to waive reading of the Ordinance Text in its entirety, read by title only and introduce Ordinance 007-2024.

ATTACHMENTS:

None

ORDINANCE NO. 7-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 19.040 RELATING TO COMMERCIAL CANNABIS RETAIL PERMITS.

Section 1. Recitals

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

WHEREAS, the City Council desires to amend Section 19.04.040 (d) to set standards for the number of Store Front Retail establishments in the City.

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

Section 1. Chapter 19.04.040(d) is hereby added and adopted to read as follows:

(d) The number of commercial cannabis permits authorizing the operation of a retail business requiring a Type-10 State License that may be active or valid in the City at any given time shall not exceed the following:

- (i) one permit for population up to 30,000;
- (ii) two permits for population between 30,001 and 45,000;
- (iii) one additional permit for every additional 15,000 in population, or fraction thereof.

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

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

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

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

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 3/14/2024, 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 March 14, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: PUBLIC HEARINGS
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Introduction and First Reading of Ordinance No.008-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.44 OF THE CITY OF MCFARLAND MUNICIPAL CODE RELATING TO MOBILE FOOD VENDORS.

- a. Staff Report: Community Development Director Paul Saldana
- b. Open Public Hearing and receive public testimony
- c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No. 008-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.44 OF THE CITY OF MCFARLAND MUNICIPAL CODE RELATING TO MOBILE FOOD VENDORS.
- d. Schedule a second reading for the next regularly scheduled Council meeting.

SUMMARY:

At the February 22, 2024 City Council meeting, the Council referred an item to staff to increase the number of taco trucks from two (2) to four (4). Section 5.44.020 of the Municipal Code provides for a total of ten (10) mobile food vendors and no more than two (2) taco trucks. Currently all permits allowed under the code are allocated. Therefore, to accomplish the goal of increasing the number of taco trucks, the proposed Ordinance changes the overall number of mobile food vendors from ten (10) to twelve (12) and the total number of taco trucks from two (2) to four (4). Once the change goes into effect, the two new permits allowed under the Code will be reserved for taco trucks and new vendors will be able to apply for such permit.

FINANCIAL IMPACT:

Minimal fiscal impact resulting from additional licensing and permit fees.

RECOMMENDATION:

City Council open public hearing and receive testimony; motion to waive reading of the Ordinance Text in its entirety, read by title only and introduce Ordinance 008-2024.

ATTACHMENTS:

None

ORDINANCE NO. 8-2024

AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING VENDING FROM VEHICLES TO AMEND AND RESTATE TITLE 5, CHAPTER 5.44, SECTION 5.44.020, MCFARLAND MUNICIPAL CODE

Section 1. Recitals

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

WHEREAS, The Ordinance Amendment updates the Municipal Code to codify the City’s requirements, procedures, and opportunities for residents seeking to obtain a permit for mobile vending; and

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Chapter 5.44 of the McFarland Municipal Code.

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

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

Section 2. Section 5.44.020 B (1) of the McFarland Municipal Code is hereby amended and restated to read as follows:

“Twelve vendor permits are available for the mobile sales of any type of edible goods or beverages.”

Section 3. Section 5.44.020 B (2) of the McFarland Municipal Code is hereby amended and restated to read as follows:

“No more than five mobile vending permits may be for ice cream vendors and no more than four mobile vending permits may be taco trucks.”

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to

Section 6. **Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 3/14/2024, 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 March 14, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: PUBLIC HEARINGS
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Introduction and First Reading of Ordinance No.009-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 2, CHAPTER 2.40 OF THE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

- a. Staff Report: Community Development Director Paul Saldana
- b. Open Public Hearing and receive public testimony
- c. Motion to waive the reading of Ordinance text in its entirety, read by Title only and Introduce Ordinance No.009-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 2, CHAPTER 2.40 OF THE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.
- d. Schedule a second reading and adoption for the next regularly scheduled Council meeting.

SUMMARY:

On February 27, 2024 during Commission comments, the Planning Commission engaged in a conversation regarding the applicability and necessity of the role of the Planning Commission in the City of McFarland. While no vote was taken, several members indicated that there may be some value in eliminating the Planning Commission.

Government Code Section 65101 provides the authority for the City Council to establish a Planning Commission and set the membership, selection and responsibilities to the commission. The ordinance establishing the Planning Commission was adopted in 2016. State statute does not require the City to establish a planning commission, but does require the City to provide for the following local planning functions, sometimes assigned to commissions and sometimes assigned to staff or a hybrid of the two:

- Prepare and update the City's General Plan
- Review the City's capital improvement program for concurrence with the General Plan
- Implement the City's zoning and subdivision ordinance
- Review development plans for conformance with zoning and development standards.

Agencies that operate without a Planning Commission have established a Zoning Administrator to conduct hearings on matters with the ability to appeal to the City Council, providing for public input into development projects while reserving the responsibility of the City Council to make final decisions regarding such projects.

The discussion of the Planning Commission was referred to the Public Policy & Finance Committee of the City Council on February 29, 2024. Following discussion of the Committee, the consensus of the Committee was to recommend the City Council consider replacing the Planning Commission with the role of Zoning Administrator.

The draft ordinance would amend Chapter 2.40 of the Municipal Code removing language referencing the Planning Commission and establishing the role of Zoning Administrator. The Ordinance also directs staff to initiate a change to the Municipal Code to conform chapters related to zoning and development to the new change.

FINANCIAL IMPACT:

No fiscal impact.

RECOMMENDATION:

City Council open public hearing and receive testimony; motion to waive reading of the Ordinance Text in its entirety, read by title only and introduce Ordinance 009-2024.

ATTACHMENTS:

None

ORDINANCE NO. 9-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING TITLE 2, CHAPTER 2.40 OF THE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

Section 1. Recitals

WHEREAS, Government Code Section 65101 provides the authority for the City Council to establish a Planning Commission and set the membership, selection and responsibilities to the commission; and

WHEREAS, the City Council has received input from Planning Commission as to their role;
and

WHEREAS, the Public Policy and Finance Committee of the City Council considered information discussed by the Planning Commission in addition to input of staff of the necessity of the Commission and the options available to fulfill planning responsibilities of the City; and

WHEREAS, it is the desire of the City Council to transfer some roles currently under the responsibility of the Planning Commission and to reserve some responsibilities for the City Council;
and

WHEREAS, the establishment of a Zoning Administrator will allow the City to fulfill its planning responsibilities while providing for public input into the planning process.

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

Section 1. Section **2.40** of the McFarland Municipal Code is hereby amended and restated to read as follows:

2.40.010 Zoning Administrator

A. Pursuant to State Government Code, there is hereby created and established in the City of McFarland the position of Zoning Administrator. The Community Development Director shall serve as the Zoning Administrator, however, the City Manager shall have the right to delegate the duties separately.

B. Powers and Duties. The Zoning Administrator shall have the power and duty to review and make decisions on those application types identified in the Municipal Code that are identified as duties of the Zoning Administrator, Planning Director, Planning Commission or City Planner.

C. Meetings: The Zoning Administrator shall adopt rules and procedures governing meeting business, conduct actions within the Zoning Administrator’s jurisdiction and setting timeframes for such meetings. All meetings shall conform to the Brown Act and be open to the public.

Section 2. All other portions of Chapter 2.40 - Planning Commission, are hereby revoked.

Section 3. The City Council directs the City Manager or designee to recommend changes to the Municipal Code to effectuate the change from a Planning Commission to Zoning Administrator.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 6. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on , 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 March 14, 2024.

ATTEST:

Saul Ayon, Mayor

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: APPROVAL OF RESOLUTION NO 2024-26 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE GENERAL FUND TO PURCHASE THE MATERIALS FOR THE COMPLETION OF THE ASPHALT PROJECT TO PROVIDE ADDITIONAL PARKING AREA AT CITY HALL.

SUMMARY:

In December of 2023, Staff identified a potential hazardous situation at the driveway exit onto fourth street from city hall. In addition to the hazard, the city has been involved in an ongoing expansion project at the same location, which was reflecting negatively on the city. City Council approved the construction of a block wall east of City Hall to eliminate the hazard and improve the overall appearance of city hall. After the block wall was completed, the second phase of the project was enclosing the south end of 4th Street adjacent to the city hall yard, which is now nearing completion. The third phase of this project is the paving of the area east of the Police Department to allow for additional employee parking.

Currently, most city employees park their personal vehicles on the street in front of city hall. Because city hall is located directly across from Kern Elementary School, the parking is congested and results in decreased parking for visitors to city hall. Because of the congestion, city employees often have to park across the street from city hall on the north side of Kern Avenue and navigate through traffic to cross Kern Avenue to reach city hall. This is exasperated by the increase in traffic during the morning rush hour when parents are dropping off their children at Kern Avenue School.

Adding to the complexity is the fact that City Hall does not have adequate parking for all city-owned vehicles. With the thefts of catalytic convertors from several city-owned vehicles at the animal control shelter and wastewater facility, staff now park all the animal control vehicles and wastewater vehicles at city hall during the evening hours and weekends. Because of the lack of available parking space, staff often have to double park vehicles or find other creative methods to ensure the vehicles are parked within the confines of the secure area of city hall parking.

To improve the overall parking spaces for visitors to city hall, provide for parking spaces for city employees and increase space within the city hall secure areas, staff would like to lay asphalt pavement in the newly enclosed area east of the Police Department. Fortunately, the city has recruited employees that have the knowledge, skills, and abilities to install the asphalt to the

enclosed area. Therefore, the only cost for the project would be the materials.

The city sought out three different estimates for supplying the materials and determined that Vulcan Materials Company was the least expensive company for securing the materials necessary for the asphalt project. Although Deer Creek Asphalt was the least expensive by volume, they do not provide delivery of the material. Staff determined that the rental of a large dump truck would increase the costs over the estimated amount provided by Vulcan Materials company.

FINANCIAL IMPACT:

To purchase and have the material delivered to city hall is estimated to be \$27,000. The cost of miscellaneous tools, material, and equipment is \$4,500, therefore the impact the general fund would be \$31,500.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 2024-26 approving funds from the general fund to purchase the materials for the completion of the asphalt project to provide additional parking area at city hall.

ATTACHMENTS:

1. Estimate-Deer Creek Asphalt \$23,200
2. Estimate- Vulcan Matierals \$26,761
3. Estimate - Granite Construction \$28,874

RESOLUTION NO. 2024-26

**A RESOLUTION NO 2024-26 OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING FUNDS FROM THE GENERAL FUND TO PURCHASE THE MATERIALS
FOR THE COMPLETION OF THE ASPHALT PROJECT TO PROVIDE ADDITIONAL
PARKING AREA AT CITY HALL.**

WHEREAS, the City Council has already approved and passed a budget for the fiscal year 2023/24; and

WHEREAS, the City Council recognizes that the pavement to increase parking at city hall was not approved in the 2023/24 budget; and

WHEREAS, the City Council desires to increase parking space at city hall east of Police Department; and

WHEREAS, the City Council desires to have the project completed to allow for secure parking of city owned vehicles and employees vehicles; and

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) The City Council Authorizes the purchase of materials for increasing parking at city hall.
- 3) The City Council authorizes the allocation of funds in the amount of \$31,500 for the purchase and delivery of asphalt and miscellaneous tools to increase parking at city hall.
- 4) The City Council authorizes the City Manager or his designee to take all action necessary, including the approval of and execution of documents necessary to complete the construction.
- 5) The City Clerk shall certify the passage and adoption of this resolution.
- 6) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 14, 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

DCA *Deer Creek Asphalt*

January 19, 2024

Plant Location: 27671 Avenue 120 Porterville, CA 93257
Office (559) 793-0903 Fax (559) 793-0902
SMARA Mine ID 91-54-0021

City of McFarland
401 W Kern Ave
McFarland, CA 93250
Phone 661-636-1321
Attention: Adam Cabrera acabrera@mcfarlandcity.org

Subject : City of McFarland cold mix

We are pleased to price the following materials for the above referenced project:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>
3/8 SC800	290+/-	Ton (US)	\$80.00

Terms & Conditions:

1. All materials listed prices are project specific. Please give plenty of notice to produce material.
2. Material Price good till March 31, 2024.
3. All materials will be charged sales tax unless a resale certificate is on file.
4. Deer Creek Asphalt to receive a signed copy of this quote to confirm pricing.
5. All materials at Deer Creek Asphalt will meet contract specifications at our plant on date of pickup. If Buyer, or Owner, fails to inspect the materials at Seller's place of business, then the materials shall be deemed to have met contract specifications.
6. Purchaser and Supplier will mutually agree upon dates for product delivery.
7. During hauling, trucks are to be scheduled into the plant to eliminate the possibility of standby.
8. Customer/Contractor is responsible for an accurate production schedule.
9. Within 30 days of quote, this quote may be accepted conditioned upon Purchaser being awarded this project by the Project Owner. The quote will then expire unless unconditionally accepted within ten days after the contract for the project is awarded to the Purchaser.
10. Seller is not obligated to sell materials unless an original of this quote has been signed by Customer and returned to Seller.
11. Terms of Payment. Supplier processes invoices every Friday and on the last day of the month. Invoices are due on the earlier of (a) 30 days from the mailing of the invoice or (b) 10 days from when Purchaser receives payment from Owner for materials covered by each invoice. Past due invoices will incur a finance charge computed by a periodic rate of 1.50% per month, which equates to an annual rate of 18%. In the event an attorney is employed for the collection of any amounts owing by Customer, Customer agrees to pay all attorney fees.
12. A 20-day Preliminary Notice will be mailed with each new order. This notice contains cost information and will be sent to all parties.
13. This quote is conditioned on Seller's approval of Buyer's credit.

If you have any questions or require additional information, please contact me @ 661-372-2228 .

Thank you for the opportunity to submit this bid proposal,

Patty Baker
Sales Representative
Deer Creek Asphalt
pbaker@jaxonaggregates.com

Date: _____
Project Number: _____
Accepted by: _____

Quotation

Attn: ADAM CABRERA

Quote Name: 401 W KERN ST / MCFARLAND

Quote #: 1240208

CITY OF MCFARLAND

401 W KERN AVE / MCFARLAND

MC FARLAND, CA 93250

Acct#: 5177

Date:	Wednesday, February 14, 2024	Sales Rep :	Josh Durham
Quote Created:	Friday, January 19, 2024		8517 PANAMA LN
Effective From:	Wednesday, February 14, 2024		BAKERSFIELD, CA 93311
Quote Expiration:	Thursday, March 14, 2024	Phone:	559-351-7761
Price Expiration:	Sunday, March 31, 2024	Fax :	
		Email:	durhamj@vmcmail.com

Special Instructions:

POWER PATCH/ COLD MIX

**Please allow a minimum of 24-48 hours for submittal requests to be processed.

**There is a 20 ton minimum for short loads.

** No Specifications have been submitted, or reviewed**

AGGREGATES

**All aggregates are subject to availability.

**Due to the natural effects of segregation and the effects of post-delivery handling, Vulcan Materials Company guarantees that its aggregate products will meet the specifications on our submittal AT THE POINT OF DELIVERY ONLY, prior to placement and when sampled in accordance with ASTM D75

**There is a 25 ton minimum for aggregate short loads.

** No Specifications have been submitted, or reviewed**

LOGISTICS

FUEL SURCHARGE - Rates base on \$7 per gallon. Add 2.5% to rate for every \$.25 per gallon over \$7.

Diesel fuel average can be found at <https://www.eia.gov/petroleum/gasdiesel/>

Ton/Mile:

Haul rate is calculated to the specific location listed on quotation. If the address on this quote is not within close proximity to the project, respond with the correct address and a new freight rate will be quoted. Freight rate will change slightly to deliver to other locations on this job. Delivery quotes are based on maximum load per truck type. 6 hours per truck minimum charge on all day jobs and 8 hours on night jobs. Standing time will be charged at \$2.11 per minute after 15 minutes at the job or plant for aggregates and sand, and 20 minutes for Asphalt. Trucking is subject to truck availability. Unless otherwise noted, the standard freight rate is for transfer trucks, please respond if you prefer something other than a transfer truck.

SAND & GRAVEL

Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered
SAN EMIDIO SAND & GRAVEL	FILL SAND	31202	1 Tons	\$14.70	23.43	\$38.13
		Truck Type	STD FRT RATE			
SAN EMIDIO SAND & GRAVEL	WASHED CONCRETE SAND	31822	1 Tons	\$19.70	23.43	\$43.13
		Truck Type	STD FRT RATE			

ASPHALT

Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered
BAKERSFIELD HMA	COLD MIX 3/8 SC8	457301	290 Tons	\$77.00	15.28	\$92.28
		Truck Type	STD FRT RATE			
BAKERSFIELD HMA	POWER PATCH TON	457302	1 Tons	\$140.00	15.28	\$155.28

Other Charges

Environmental Fee -Agg & Asphalt at \$10.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



Quote Number: MQ0036106_1
Quote Date: Jan 18, 2024
Bid Date: Oct 30, 2023
Agreement Expiration: Feb 29, 2024

Material Quotation

Attn: ADAM CABRERA
Customer: MCFARLAND, CITY OF

Project Name: CITY OF MCFARLAND
Project Description:
Address: 205 West Kern Avenue
City, State, Zip: MCFARLAND CA 93250

Material Description (ID #)	Est. Quantity	Units	Price	Freight Type	Freight Price	Plant Name
3/8"CMACOLDMIXSC3000 (1704)	290	TONS	\$80.00	TRANSFER	\$12.50	JAMES ROAD HOT PLANT
1947-ENVIRONMENTAL FEE		EACH	\$15.00			

Special Conditions:

For Aggregates sold after the price will increase by per ton.
For Asphalt Concrete sold after the price will increase by per ton.

PLANT: Pricing is FOB the plant. Production is based on availability. Granite will do its best to meet customer's production requirements; however, Granite is not responsible for delays caused by mechanical difficulties or events outside our control.

MIX: Mixes are subject to change, the customer is responsible for ordering the correct mix for any given project, and obtaining any required owner approval. If a new mix is required to meet project specifications, the cost of the new mix design and any applicable plant testing will be the responsibility of the customer. Cost for a new CALTRANS mix starts at \$25,000. This cost may be billed separately or distributed as a per ton addition to the asphalt price quoted.

ORDERS: Schedule orders at a minimum of 48 hours in advance. Customer orders must be received by Granite a minimum of three working days prior to delivery, and include mix design number, quantity, delivery address, contact person and phone number. Customer will be billed for all materials ordered whether shipped to customer or not.

OVERTIME/FIRE UP FEES/ENVIRONMENTAL FEES: Plant hours of operation are Monday through Friday, 8-hours per day, 5-days per week. The hours may be adjusted to accommodate the customer's needs however changes to this schedule may result in Fire Up/Opening Fees, or Overtime Fees. Fire Up/Opening Fees and Overtime Fee charges will vary based on the project. If applicable, Environmental Fees are charged per load.

ORDER CANCELLATION: All cancellations must be received by Granite a minimum of 48 hours prior to the scheduled plant production start time. The customer may be held responsible for a cancellation fee for any plant and/or trucking charges associated with late order cancellation. All trucking charges associated with job cancellations will be the responsibility of the customer and may include up to an 8 hour per truck per day charge.

WEATHER RELATED: All orders will be placed on hold in the event of inclement weather and will not be shipped until released by the customer. Granite Construction Company will not be held responsible for scheduling issues due to inclement weather.

DELIVERY: All customers are encouraged to set up trucking on their own. Trucking is based on availability. Billing for trucking will be on an hourly basis unless otherwise specified, and will be subject to minimum charges. If the quote includes trucking, Granite is not responsible for the availability of trucking.

TRAVEL TIME, STANDBY TIME & HOURLY MINIMUMS: Charges, including travel time and subsistence, may apply if the trucking company must travel more than 90 miles to the plant site each day to begin loading material for a customer project, please check with your sales person to see if this applies. Daily hourly minimums may apply and vary depending on the truck type and broker. In the event that per ton trucking rates are quoted the customer is responsible for any applicable standby charges assessed by the trucking company. Per ton trucking rates are based on a full load, transfer load capacity is 26 tons. Short loads may be subject to short load fees.

TRUCKING AVAILABILITY: Trucking is based on availability, schedule orders at a minimum of 24 hours in advance. If the project has high volume production requirements, the customer must convey the schedule to Granite at least ten working days prior to the project start date to help mitigate any trucking availability issues.

General Conditions:

Prices quoted do not include sales tax.

This quote is limited to acceptance within 30 days from the bid date of this quotation after which time this quote is subject to review/revision.

Please contact your sales person before placing an order against this quote.

The offer to sell these materials is contingent upon customer completing and signing Granite's credit application and being approved for credit.

Additional terms and conditions are on page two of this quote.

Prices subject to change after Agreement Expiration date above.

Aggregate and Asphalt products are subject to Granite energy surcharge published on Granite website based on EIA diesel prices: <https://www.graniteconstruction.com/energy-surcharge> and included in the Terms and Conditions.

By: Angela McAbee

Office: 661-387-7705

Cell: 661-331-3215

Email: angela.mcabee@gcinc.com

Website: www.graniteconstruction.com

Accepted By: _____

Signature

Date

Printed Name: _____

Title: _____

Phone: _____

Email: _____

Terms and Conditions

1. **MATERIAL/SPECIFICATION:** All materials quoted ("Materials") are subject to availability. Products delivered will meet specifications stated on this material quote ("MQ") (or material submittal if provided) at the point and time of delivery (as delivery is indicated on the face page).
2. **DELIVERY:** If applicable, Material shall be delivered in accordance with a schedule mutually agreed upon by Purchaser and Seller. Any charges at the point of delivery for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be additional charges and paid by Purchaser. Damages caused by Purchaser or Purchaser's trucker, plant standby time, job cancellation, and added surcharges will be the responsibility of Purchaser. Title to Material and risk of loss shall pass to Purchaser upon delivery to Purchaser.
3. **PRICE/TERMS OF PAYMENT:** Purchaser shall pay Seller the amount set forth in the quote table together with applicable surcharges and fees. The environmental fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency but used to recover direct and indirect costs for Granite and its subsidiaries operations to be conducted in an environmentally sustainable manner. Payment shall be made in accordance with the payment terms contained in Seller's Application for Credit and Account Agreement (the "Credit App") executed by Purchaser in favor of Seller (by this reference incorporated herein) unless Material purchased C.O.D. Purchaser's failure to pay all amounts owed when due shall be deemed a material breach of this MQ and Seller may, in addition to any other rights it may have under law, at its option, (i) terminate this MQ or (ii) place future deliveries on a C.O.D. basis. The prices set forth in this MQ were premised upon fuel prices in effect as of December 27, 2021, as reported by the U.S. Energy Information Administration ("EIA") (<https://www.eia.gov/petroleum/gasdiesel/>) ("Original Energy Price"). To reflect current energy pricing, a energy surcharge ("Energy Surcharge") shall be included on each invoice equal to the difference between (a) the energy prices reported by EIA on the fourth Monday of the calendar month preceding the invoice date ("Invoice Energy Price") and (b) the Original Energy Price, multiplied by (a) 0.2 gallons/ton for aggregate; and/or (b) 2.25 gallons/ton for asphalt. For example, if the Invoice Energy Price has increased by \$1.00/gallon over the Original Energy Price, the Energy Surcharge for aggregate will be \$0.20/ton (\$1.00 times .2) and the Energy Surcharge for asphalt will be \$2.25/ton (\$1.00 times 2.25). There will be no Energy Surcharge added to the Invoice Energy Price in a month if the Invoice Energy Price does not reflect an increase over the Original Energy Price.
4. **ACCEPTANCE:** This MQ is valid for thirty (30) days from the Bid Date unless otherwise stated in the Special Conditions of this MQ. The terms and conditions of this MQ may be accepted by the Purchaser only by one of the following alternatives performed within such thirty (30) day period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing when signed by Purchaser and Seller.
5. **FORCE MAJEURE:** Seller shall not be liable for failure delay in delivery by reason of any contingency or occurrence beyond Seller's reasonable control or which makes Seller's performance commercially impractical. If such contingency or occurrence prevents Seller's performance for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.
6. **INTEGRATED AGREEMENT:** This MQ, together with the Credit Application (if executed by Purchaser), constitutes the entire agreement between Seller and Purchaser, and there are no understandings, agreements or representations, express or implied, either oral or written, not stated or identified in this MQ and the Credit App, if any. Any additional or different terms proposed either orally or in writing by Purchaser including those contained in Purchaser's purchase order, delivery tickets or accompanying Purchaser's performance are rejected and shall be of no force or effect unless expressly assented to in a separate writing by Seller.
7. **WARRANTY:** FOR A PERIOD NOT TO EXTEND BEYOND ONE YEAR FROM THE POINT AND TIME OF DELIVERY OF THE MATERIAL, SELLER WARRANTS THAT THE MATERIAL WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 1. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEY'S FEES, COSTS AND EXPENSES OF ANY KIND AS A RESULT OF PURCHASER'S USE OF THE MATERIAL.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 17.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: March 14, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Brian Knox, Chief of Police

SUBJECT: APPROVAL OF RESOLUTION NO. 2024-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND FOR THE UNSOLVED MAJOR CRIMES REWARD PROGRAM.

SUMMARY:

Introduction:

The issue of unsolved major crimes presents a significant challenge to law enforcement agencies and communities alike. Despite dedicated efforts by law enforcement personnel, certain cases remain unresolved, often due to a lack of crucial information or leads. To address this challenge and foster community involvement, Mayor Saul Ayon and Vice Mayor Ricardo Cano directed staff to develop a proposal for reward funds for unsolved major crimes, with community members, victims' families, and other entities invited as partners and donors.

Background:

Unsolved major crimes not only pose a threat to public safety but also undermine trust in law enforcement agencies. In many instances, community members possess valuable information that could aid investigations, but they may be hesitant to come forward due to fear or lack of incentive. Reward funds have been successfully implemented in various jurisdictions as a means to encourage individuals to assist law enforcement in solving these cases.

Proposal:

The proposed reward fund aims to incentivize the public to provide information leading to the resolution of unsolved major crimes. Key components of the proposal include:

1. Establishment of a Reward Fund: The creation of a dedicated fund specifically allocated for rewards to individuals providing actionable information leading to the resolution of unsolved crimes.
2. Criteria for Eligibility: Clear criteria will be established to determine the eligibility for rewards, including:
 - Relevance: The information provided must be directly related to the unsolved major crime under investigation.
 - Significance: The information should be deemed significant and substantial in aiding law enforcement efforts to solve the case.
 - Contribution: The information must result in tangible progress or a breakthrough in the investigation, such as the identification of suspects, recovery of crucial evidence, or the location of missing persons or property.

- Cooperation: Individuals providing information must fully cooperate with law enforcement authorities throughout the investigation and any subsequent legal proceedings.

3. Reward Amounts: The proposed reward amounts will vary depending on the severity and complexity of the crime, with higher rewards offered for cases of homicide, violent crimes, or those posing a significant threat to public safety.

4. Involvement of Community Members and Victims' Families: Community members, victims' families, and other concerned entities will be actively engaged as partners and donors in the establishment and maintenance of the reward fund.

5. Confidentiality and Protection: To ensure the confidentiality and protection of individuals providing information, the following measures will be implemented:

- Anonymous Tip Lines: Anonymous tip lines will be established to allow individuals to provide information without revealing their identities.

- Secure Communication Channels: Secure communication channels, such as encrypted messaging platforms or dedicated hotlines, will be utilized to facilitate communication between tipsters and law enforcement authorities.

- Non-disclosure of Identities: Law enforcement agencies and reward fund administrators will refrain from disclosing the identities of individuals providing information, unless required by law or with the explicit consent of the tipster.

6. Oversight and Accountability: A designated committee or board, will be responsible for overseeing the administration of the reward fund, ensuring transparency, fairness, and accountability in reward disbursements.

Benefits:

Implementation of a reward fund for unsolved major crimes, with active involvement from community members, victims' families, and other entities as partners and donors, offers several potential benefits, including:

- Increased public cooperation and engagement in crime-solving efforts.
- Enhanced trust and collaboration between law enforcement agencies and communities.
- Expedited resolution of unsolved cases, leading to justice for victims and closure for families.
- Deterrence of criminal activity through the perception of increased risk and likelihood of detection.

Conclusion:

The proposal for reward funds for unsolved major crimes, with active involvement from community members, victims' families, and other entities as partners and donors, represents a collaborative and inclusive approach to addressing the challenges posed by unresolved cases.

FINANCIAL IMPACT:

If approved the impact to the general fund would be \$10,000.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 2024-29 approving funds from the general fund to create the unsolved major crime reward program and approving \$10,000 from the general fund for the use by the program. This allocation is intended to support the program's development, including the creation of a formal policy outlining the guidelines for fund distribution. Following the Council's approval of the funding, staff will proceed with

developing these guidelines for the Council's further approval and the program's subsequent implementation.

ATTACHMENTS:

None

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY’S GENERAL FUND FOR THE UNSOLVED MAJOR CRIMES REWARD PROGRAM.

WHEREAS, the City Council has already approved and passed a budget for the fiscal year 2023/24; and

WHEREAS, the 2023/24 budget did not allocate funds for the unsolved major crimes reward program; and

WHEREAS, the City Council recognizes that the creation of a unsolved major crimes reward program will help encourage assistance from the public and assist in solving unsolved crimes; and

WHEREAS, the City Council recognizes reward funds have been successfully implemented in various jurisdictions as a means to encourage individuals to assist law enforcement in solving these cases; and

WHEREAS, the City Council recognizes the proposed reward funds aims to incentivize the public to provide information leading to the resolution of unsolved major crimes; and

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council Authorizes the creation of the unsolved major crimes reward program.
3. The City Council authorizes the allocation of funds in the amount of \$10,000 for the unsolved major crimes reward program.
4. The City Council authorizes the Chief of police to take all action necessary to implement the unsolved major crimes reward program.
5. The City Clerk shall certify the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 14, 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