



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/>

Wednesday, September 25, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARÍA T. PÉREZ, *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, María T. Pérez

INVOCATION**PLEDGE OF ALLEGIANCE****INTERPRETATION****APPROVE AGENDA AS TO FORM****FEATURED PET**

1. Featured Pet: Roxy

PRESENTATIONS, INTRODUCTIONS AND AWARDS**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.

2. Approval of Expense Report in the Amount of \$341,315.60 from 8/31/2024 to 9/13/2024.
3. Approval of September 11, 2024, Regular Meeting Minutes
4. Approval of September 19, 2024, Special Meeting Minutes
5. Adopt Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION
6. Approval of Resolution No. 2024-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND EXECUTE AGREEMENTS WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FOR THE MCFARLAND IT SECURITY MODERNIZATION INITIATIVE
7. Approval of Resolution No. 2024-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE CITY MANAGER'S DECISION TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT WITH KROGER CO. AND APPROVING THE SUBDIVISION AGREEMENT

PUBLIC HEARINGS**ADMINISTRATIVE AGENDA**

8. Adopt Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES,

LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

9. Approval of Resolution No. 2024-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ALLOCATION OF \$10,000 TO PAY FOR INSURANCE DEDUCTIBLES AND APPROVING A BUDGET ADJUSTMENT OF \$180,000 FOR THE PURCHASE OF TWO NEW PATROL VEHICLES
10. Approval of Resolution No. 2024-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE SUBMISSION OF THE MCFARLAND CLIMATE RESILIENCE AND COMMUNITY ENHANCEMENT INITIATIVE GRANT APPLICATION; APPROVE AGREEMENT WITH MUJERES ACTIVAS LIDERES COMUNITARIAS AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS.
11. Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference and Expo, October 16-18, 2024

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

MAYOR & COUNCIL COMMENTS

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)

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

12. Public Employment (Government Code §54957) Assistant Public Works Director
13. Public Employment (Government Code §54957) Chief of Police
14. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code § 54956.9(b): (One Case) : Discussion of Department of Labor's recommendation to engage in settlement negotiations concerning USERRA rights

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on September 20, 2024 .



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: October 9, 2024

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

MCFARLAND POLICE DEPARTMENT: ANIMAL CONTROL OFFICE

12941 Melcher Road, McFarland, CA. 93250

Phone: (661) 792-2121



KENNEL IDENTIFICATION CARD

ROXY



NOTES: Roxy is a very loving dog she was found at McFarland Middle School following the kids to class she is very friendly with people and other dogs.

Panacur: 08/05, 08/06, 08/7

Intake ID:	8042024-0012
Breed:	Chihuahua Mix
Color:	Black/White
Sex:	Female
Age:	11 Months
Weight:	10 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	08/04/2024
Arrival Reason:	Stray
Brought in by:	ACO Munguia
Status:	Available
Location of Impound:	Junior High
Available Date:	08/07/2024
DAPP Vaccine:	
Stickers Here:	

Vaccine Sticker

Vaccine Sticker



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 8/31/2024 - 9/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC					
ADLERHORST INTERNATIONAL....	Inv. 121858	09/05/2024	Inv. 121858 - K9 Monthly Off-S...	01-150-56000-0000-1	292.00
Vendor ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC Total:					292.00
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0027867	09/05/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0027868	09/05/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0027869	09/05/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0027870	09/05/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0027871	09/05/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0027882	09/05/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0027899	09/05/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0027899	09/05/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0027900	09/05/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0027901	09/05/2024	American Fidelity - Disability I...	01-22700-0000-1	23.95
American Fidelity	INV0027901	09/05/2024	American Fidelity - Disability I...	30-22700-0000-1	35.69
American Fidelity	INV0027901	09/05/2024	American Fidelity - Disability I...	31-22700-0000-1	11.65
American Fidelity	INV0027901	09/05/2024	American Fidelity - Disability I...	32-22700-0000-1	14.29
American Fidelity	INV0027901	09/05/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0027902	09/05/2024	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0027903	09/05/2024	Life 1	01-22900-0000-1	21.06
American Fidelity	INV0027903	09/05/2024	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0027903	09/05/2024	Life 1	30-22900-0000-1	35.80
American Fidelity	INV0027903	09/05/2024	Life 1	31-22900-0000-1	8.11
American Fidelity	INV0027903	09/05/2024	Life 1	32-22900-0000-1	8.96
American Fidelity	INV0027903	09/05/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0027904	09/05/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0027915	09/05/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0027916	09/05/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					591.78
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 62709333936	09/05/2024	INV 62709333936 Truck #33 ...	32-510-56600-0000-1	18.45
Auto Zone	INV 62709333936	09/05/2024	INV 62709333936 Truck #33 ...	32-510-57400-0000-1	18.44
Auto Zone	INV 6270936835	09/05/2024	INV 6270936835 Fiber Can and..	01-180-56440-0000-1	11.01
Auto Zone	INV 6270937463	09/05/2024	INV 6270937463 Motor Oil an...	01-180-56600-0000-1	157.51
Auto Zone	INV 6270938955	09/05/2024	INV 6270938955 Oil Filter	01-180-56500-0000-1	6.05
Vendor Auto Zone - Auto Zone Total:					211.46
Vendor: AWP Safety - AWP Safety					
AWP Safety	INV 12019653	09/05/2024	INV 12019653 Crosswalk at M...	01-180-57400-0000-1	1,249.95
Vendor AWP Safety - AWP Safety Total:					1,249.95
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI443919	09/05/2024	INV BPI443919 Garzoli Well L ...	32-510-58200-0000-1	1,192.74
Brenntag Pacific Inc.	INV BPI443920	09/05/2024	INV BPI443920 Well #6 L A Ch...	32-510-58200-0000-1	1,809.11
Brenntag Pacific Inc.	INV BPI445579	09/05/2024	INV BPI445579 Garzoli Well Su...	32-510-58200-0000-1	3,065.12
Vendor Brenntag - Brenntag Pacific Inc. Total:					6,066.97
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH19856	09/05/2024	INV AH19856 Quanti-Tray Coli...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AH19857	09/05/2024	INV AH19857 Quanti-Tray Coli...	32-510-58200-0000-1	130.00
BSK ASSOCIATES	INV AH19968	09/05/2024	INV AH19968 Nitrate TCP TDS	32-510-58200-0000-1	533.40
BSK ASSOCIATES	INV AH20821	09/05/2024	INV AH20821 Quanti-Tray 51 ...	32-510-58200-0000-1	130.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					953.40
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 89313	09/05/2024	INV 89313 Tract 7394 Sewer a...	30-500-52200-0000-1	1,688.00

Expense Approval Report

Payment Dates: 8/31/2024 - 9/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Cannon Corporation	INV 89314	09/05/2024	INV 89314 Sewer System Man...	30-500-56000-7820-1	1,439.50
Vendor Cannon - Cannon Corporation Total:					3,127.50

Vendor: Central Valley Office - Central Valley Office Supply Inc

Central Valley Office Supply Inc	INV 0349792	09/05/2024	INV 0349792-001 WWTP Offic...	30-500-57200-0000-1	2,198.67
Vendor Central Valley Office - Central Valley Office Supply Inc Total:					2,198.67

Vendor: Cintas - Cintas Corporation No.3

Cintas Corporation No.3	INV 4202329029	09/05/2024	INV 4202329029 Cintas	01-180-51800-0000-1	129.08
Cintas Corporation No.3	INV 4202329029	09/05/2024	INV 4202329029 Cintas	20-200-51800-0000-1	25.52
Cintas Corporation No.3	INV 4202329029	09/05/2024	INV 4202329029 Cintas	30-500-51800-0000-1	207.29
Cintas Corporation No.3	INV 4202329029	09/05/2024	INV 4202329029 Cintas	32-510-51800-0000-1	160.58
Cintas Corporation No.3	INV 4203013444	09/05/2024	INV 4203013444 Cintas	01-180-51800-0000-1	129.08
Cintas Corporation No.3	INV 4203013444	09/05/2024	INV 4203013444 Cintas	20-200-51800-0000-1	25.52
Cintas Corporation No.3	INV 4203013444	09/05/2024	INV 4203013444 Cintas	30-500-51800-0000-1	171.16
Cintas Corporation No.3	INV 4203013444	09/05/2024	INV 4203013444 Cintas	32-510-51800-0000-1	75.60
Cintas Corporation No.3	INV 4203756230	09/05/2024	INV 4203756230 Cintas	01-180-51800-0000-1	131.07
Cintas Corporation No.3	INV 4203756230	09/05/2024	INV 4203756230 Cintas	20-200-51800-0000-1	25.52
Cintas Corporation No.3	INV 4203756230	09/05/2024	INV 4203756230 Cintas	30-500-51800-0000-1	157.41
Cintas Corporation No.3	INV 4203756230	09/05/2024	INV 4203756230 Cintas	32-510-51800-0000-1	75.60
Vendor Cintas - Cintas Corporation No.3 Total:					1,313.43

Vendor: Core & Main LP - Core & Main LP

Core & Main LP	INV U816085	09/05/2024	INV U816085 Water Meter Re...	32-510-57400-0000-1	7,732.29
Core & Main LP	INV V368167	09/05/2024	INV V368167 Parts For Meter ...	32-510-57400-0000-1	1,818.35
Core & Main LP	INV V443883	09/05/2024	INV V443883 Water Dept Ope...	32-510-57400-0000-1	160.76
Core & Main LP	INV441071	09/05/2024	INV441071 Streets Operating ...	01-180-57400-0000-1	47.63
Vendor Core & Main LP - Core & Main LP Total:					9,759.03

Vendor: DC Frost - DC Frost Associates, Inc

DC Frost Associates, Inc	INV 44163	09/05/2024	INV 44163 Lagoon #1 Manifold..	30-500-52910-2527-1	12,024.42
Vendor DC Frost - DC Frost Associates, Inc Total:					12,024.42

Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc

Dee Jaspar & Associates, Inc	INV 24-00725	09/05/2024	INV 24-00725 Well Operations...	32-510-56000-0000-1	1,736.50
Dee Jaspar & Associates, Inc	INV 24-00726	09/05/2024	INV 24-00726 Browning Trea...	32-510-56000-0000-1	8,651.17
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					10,387.67

Vendor: Delano Propane - Delano Propane

Delano Propane	INV0027929	09/05/2024	Delano Propane 08.12.24	01-180-57400-0000-1	155.34
Vendor Delano Propane - Delano Propane Total:					155.34

Vendor: EDD - EDD

EDD	INV0027885	09/05/2024	State Income Tax Withholding	01-22200-0000-1	2,970.22
EDD	INV0027885	09/05/2024	State Income Tax Withholding	30-22200-0000-1	6.01
EDD	INV0027885	09/05/2024	State Income Tax Withholding	32-22200-0000-1	6.01
EDD	INV0027886	09/05/2024	SDI - State Disability Insurance	01-22200-0000-1	862.26
EDD	INV0027886	09/05/2024	SDI - State Disability Insurance	30-22200-0000-1	1.78
EDD	INV0027886	09/05/2024	SDI - State Disability Insurance	32-22200-0000-1	1.79
EDD	INV0027887	09/05/2024	State Unemployment Insuran...	01-22250-0000-1	160.54
EDD	INV0027888	09/05/2024	Employment Training Tax	01-22275-0000-1	3.41
EDD	INV0027891	09/05/2024	SDI - State Disability Insurance	01-22200-0000-1	7.38
EDD	INV0027894	09/05/2024	SDI - State Disability Insurance	01-22200-0000-1	6.14
EDD	INV0027920	09/05/2024	State Income Tax Withholding	01-22200-0000-1	906.60
EDD	INV0027920	09/05/2024	State Income Tax Withholding	20-22200-0000-1	41.51
EDD	INV0027920	09/05/2024	State Income Tax Withholding	30-22200-0000-1	634.31
EDD	INV0027920	09/05/2024	State Income Tax Withholding	31-22200-0000-1	253.05
EDD	INV0027920	09/05/2024	State Income Tax Withholding	32-22200-0000-1	476.89
EDD	INV0027920	09/05/2024	State Income Tax Withholding	34-22200-0000-1	25.24
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	01-22200-0000-1	370.24
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	20-22200-0000-1	42.86
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	30-22200-0000-1	241.62
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	31-22200-0000-1	88.00
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	32-22200-0000-1	263.18
EDD	INV0027921	09/05/2024	SDI - State Disability Insurance	34-22200-0000-1	19.65

Expense Approval Report

Payment Dates: 8/31/2024 - 9/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0027922	09/05/2024	State Unemployment Insuran...	01-22250-0000-1	168.07
EDD	INV0027922	09/05/2024	State Unemployment Insuran...	20-22250-0000-1	22.45
EDD	INV0027922	09/05/2024	State Unemployment Insuran...	30-22250-0000-1	33.71
EDD	INV0027922	09/05/2024	State Unemployment Insuran...	32-22250-0000-1	148.97
EDD	INV0027923	09/05/2024	Employment Training Tax	01-22275-0000-1	3.57
EDD	INV0027923	09/05/2024	Employment Training Tax	20-22275-0000-1	0.48
EDD	INV0027923	09/05/2024	Employment Training Tax	30-22275-0000-1	0.71
EDD	INV0027923	09/05/2024	Employment Training Tax	32-22275-0000-1	3.18

Vendor EDD - EDD Total: **7,769.83****Vendor: EFTPS - Electronic Federal Tax Payment System**

Electronic Federal Tax Paymen...	INV0027883	09/05/2024	Federal Income Tax Withholdi...	01-22050-0000-1	6,698.64
Electronic Federal Tax Paymen...	INV0027883	09/05/2024	Federal Income Tax Withholdi...	30-22050-0000-1	14.46
Electronic Federal Tax Paymen...	INV0027883	09/05/2024	Federal Income Tax Withholdi...	32-22050-0000-1	14.45
Electronic Federal Tax Paymen...	INV0027884	09/05/2024	Social Security	01-22100-0000-1	9,719.96
Electronic Federal Tax Paymen...	INV0027884	09/05/2024	Social Security	30-22100-0000-1	20.10
Electronic Federal Tax Paymen...	INV0027884	09/05/2024	Social Security	32-22100-0000-1	20.06
Electronic Federal Tax Paymen...	INV0027889	09/05/2024	Medicare	01-22150-0000-1	2,273.22
Electronic Federal Tax Paymen...	INV0027889	09/05/2024	Medicare	30-22150-0000-1	4.70
Electronic Federal Tax Paymen...	INV0027889	09/05/2024	Medicare	32-22150-0000-1	4.68
Electronic Federal Tax Paymen...	INV0027890	09/05/2024	Social Security	01-22100-0000-1	83.20
Electronic Federal Tax Paymen...	INV0027892	09/05/2024	Medicare	01-22150-0000-1	19.46
Electronic Federal Tax Paymen...	INV0027893	09/05/2024	Social Security	01-22100-0000-1	69.26
Electronic Federal Tax Paymen...	INV0027895	09/05/2024	Medicare	01-22150-0000-1	16.20
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	01-22050-0000-1	1,965.10
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	20-22050-0000-1	132.15
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	30-22050-0000-1	1,046.74
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	31-22050-0000-1	392.99
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	32-22050-0000-1	899.81
Electronic Federal Tax Paymen...	INV0027918	09/05/2024	Federal Income Tax Withholdi...	34-22050-0000-1	114.32
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	01-22100-0000-1	4,173.48
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	20-22100-0000-1	483.14
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	30-22100-0000-1	2,723.62
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	31-22100-0000-1	992.02
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	32-22100-0000-1	2,967.06
Electronic Federal Tax Paymen...	INV0027919	09/05/2024	Social Security	34-22100-0000-1	221.46
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	01-22150-0000-1	976.08
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	20-22150-0000-1	113.00
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	30-22150-0000-1	637.00
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	31-22150-0000-1	232.00
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	32-22150-0000-1	693.86
Electronic Federal Tax Paymen...	INV0027924	09/05/2024	Medicare	34-22150-0000-1	51.80

Vendor EFTPS - Electronic Federal Tax Payment System Total: **37,774.02****Vendor: EWING - Ewing Irrigation Products Inc.**

Ewing Irrigation Products Inc.	INV 23095445	09/05/2024	INV 23095445 PVC Pipe Cutter	20-200-56700-0000-1	156.80
Ewing Irrigation Products Inc.	Order Number 013400547	09/05/2024	Order Number 013400547 LL...	20-200-57400-0000-1	610.11
Ewing Irrigation Products Inc.	Order Number 18197590	09/05/2024	Order Number 18197590 LLM...	20-200-57400-0000-1	457.15

Vendor EWING - Ewing Irrigation Products Inc. Total: **1,224.06****Vendor: Fred C. Gilbert - Fred C. Gilbert**

Fred C. Gilbert	INV 312017	07/07/2024	INV 312017 Chemical Injection	32-510-57400-0000-1	1,058.38
Fred C. Gilbert	INV 312215	09/05/2024	INV 312215 Garzoli Pump Rep...	32-510-56410-0000-1	199.44

Vendor Fred C. Gilbert - Fred C. Gilbert Total: **1,257.82****Vendor: GIS Benefits - GIS Benefits INC**

GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-110-50550-0000-1	104.29
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-110-50700-0000-1	26.76
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-111-50550-0000-1	20.68
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-111-50700-0000-1	2.16
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-112-50550-0000-1	41.72
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-112-50700-0000-1	1.35
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-115-50550-0000-1	100.10

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-115-50700-0000-1	13.07
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-140-50550-0000-1	122.20
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-140-50700-0000-1	10.26
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-150-50550-0000-1	2,391.64
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-150-50700-0000-1	778.66
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-155-50550-0000-1	106.19
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-155-50700-0000-1	30.96
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-160-50550-0000-1	40.73
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-160-50700-0000-1	32.72
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-165-50550-0000-1	40.73
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-165-50700-0000-1	24.76
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-175-50550-0000-1	166.87
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-175-50700-0000-1	60.30
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-180-50550-0000-1	775.78
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-180-50700-0000-1	140.29
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-190-50550-0000-1	100.26
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	01-190-50700-0000-1	27.11
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	20-200-50550-0000-1	313.69
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	20-200-50700-0000-1	72.19
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	30-500-50550-0000-1	844.16
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	30-500-50700-0000-1	123.55
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	31-505-50550-0000-1	372.47
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	31-505-50700-0000-1	47.34
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	32-510-50550-0000-1	846.28
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	32-510-50700-0000-1	112.69
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	34-520-50550-0000-1	166.86
GIS Benefits INC	GIS Benefits September 2024	09/17/2024	GIS Benefits September 2024	34-520-50700-0000-1	58.60
Vendor GIS Benefits - GIS Benefits INC Total:					8,117.42

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 847016	09/05/2024	INV 847016 Safety PPE	32-510-51800-0000-1	19.45
Granite Auto Parts Inc	INV 847020	09/05/2024	INV 847020 Hydrant Repair St...	32-510-56410-0000-1	54.71
Granite Auto Parts Inc	INV 847043	09/05/2024	INV 847043 Hydrant Repair B ...	32-510-56410-0000-1	6.48
Granite Auto Parts Inc	INV 847053	09/05/2024	INV 847053 Trimmer Line Pre...	20-200-57400-0000-1	88.72
Granite Auto Parts Inc	INV 847172	09/05/2024	INV 847172 Gloves and Pin Clip	20-200-57400-0000-1	22.16
Granite Auto Parts Inc	INV 847268	09/05/2024	INV 847268 Box Organizer Wo...	32-510-56600-0000-1	51.06
Granite Auto Parts Inc	INV 847390	09/05/2024	INV 847390 Water Dept. Glass...	32-510-56600-0000-1	15.67
Granite Auto Parts Inc	INV 847440	09/05/2024	INV 847440 Water Dept Auto...	32-510-56410-0000-1	31.20
Granite Auto Parts Inc	INV 847468	09/05/2024	INV 847468 Hoist (CONV)	32-510-56600-0000-1	87.67
Granite Auto Parts Inc	INV 847497	09/05/2024	INV 847497 Tinted Safety Glas...	01-180-56600-0000-1	21.64
Granite Auto Parts Inc	INV 847652	09/05/2024	INV 847652 Hitch Lock Adapte...	01-180-56600-0000-1	104.98
Granite Auto Parts Inc	INV 847737	09/05/2024	INV 847737 Fuse Kit	01-180-56440-0000-1	29.81
Granite Auto Parts Inc	INV 847783	09/05/2024	INV 847783 Sprayer (CONV)	32-510-56410-0000-1	20.52
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					554.07

Vendor: Home Depot - Home Depot

Home Depot	INV 1081483	09/05/2024	INV 1081483 Streets Dept. Op...	01-180-57400-0000-1	62.60
Home Depot	INV 1970291	09/05/2024	INV 1970291 Bacterial Disinfe...	32-510-57400-0000-1	468.63
Home Depot	INV 1970713	09/05/2024	INV 1970713 WWTP Operating..	30-500-57400-0000-1	224.49
Home Depot	INV 2970677	09/05/2024	INV 2970677 Street Dept. Pull...	01-180-57400-0000-1	67.89
Home Depot	INV 5970512	09/05/2024	INV 5970512 Facilities Maint...	01-190-57400-0000-1	72.22
Home Depot	INV 5970523	09/05/2024	INV 5970523 Water Dept Ope...	32-510-57400-0000-1	93.70
Home Depot	INV 5970540	09/05/2024	INV 5970540 Hydro Tank Well...	32-510-56400-0000-1	513.02
Home Depot	INV 6970115	09/05/2024	INV 6970115 Water Dept. Rep...	32-510-57400-0000-1	158.74
Home Depot	INV 6970135	09/05/2024	INV 6970135 Water Dept Tools	32-510-57400-0000-1	58.39
Home Depot	INV 7081788	09/05/2024	INV 7081788 Facilities Maiten...	01-190-56400-0000-1	181.42
Home Depot	INV 81526	09/05/2024	INV 81526 WWTP Building Re...	30-500-56400-0000-1	171.12
Home Depot	INV 8970797	09/05/2024	INV 8970797 WWTP Operating..	30-500-57400-0000-1	596.01
Home Depot	INV 8970799	09/05/2024	INV 8970799 Facilities Repair	01-190-56400-0000-1	65.61
Home Depot	Inv. 970372	09/05/2024	Inv. 970372 - Range Operating...	30-500-57400-0000-1	38.86

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot	Order #WM74747953	09/05/2024	Order #WM74747953 Streets...	01-180-57400-0000-1	262.34
Vendor Home Depot - Home Depot Total:					3,035.04
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	INV 49157	09/05/2024	INV 49157 Cap and Plug SCH 40 20-200-57400-0000-1		1.75
Irrigation Concepts	INV 49179	09/05/2024	INV 49179 Coupling Tee PVC P...20-200-57400-0000-1		38.39
Irrigation Concepts	INV 49198	09/05/2024	INV 49198 Move Pumps Sewer..30-500-56000-7820-1		250.00
Irrigation Concepts	INV 49202	09/05/2024	INV 49202 Bushing, Adapter, ... 32-510-56400-0000-1		19.59
Vendor Irrigation Concepts - Irrigation Concepts Total:					309.73
Vendor: JC Concrete Construc - JC Concrete Construction Inc.					
JC Concrete Construction Inc.	INV 1030	09/05/2024	INV 1030 Prep and Pour Conc...	30-500-56000-7820-1	950.00
Vendor JC Concrete Construc - JC Concrete Construction Inc. Total:					950.00
Vendor: John Hancock - John Hancock					
John Hancock	INV0027865	09/05/2024	401K - Employer	01-20800-0000-1	4,229.45
John Hancock	INV0027865	09/05/2024	401K - Employer	30-20800-0000-1	16.07
John Hancock	INV0027865	09/05/2024	401K - Employer	32-20800-0000-1	16.09
John Hancock	INV0027866	09/05/2024	401K - Employee	01-20800-0000-1	2,950.33
John Hancock	INV0027872	09/05/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0027873	09/05/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0027874	09/05/2024	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0027875	09/05/2024	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0027876	09/05/2024	401k Contribution	01-20800-0000-1	354.67
John Hancock	INV0027877	09/05/2024	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0027878	09/05/2024	401k Contribution	01-20800-0000-1	265.76
John Hancock	INV0027879	09/05/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0027880	09/05/2024	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0027881	09/05/2024	401k Contribution	01-20800-0000-1	800.15
John Hancock	INV0027896	09/05/2024	401K - Employer	01-20800-0000-1	2,121.19
John Hancock	INV0027896	09/05/2024	401K - Employer	20-20800-0000-1	47.77
John Hancock	INV0027896	09/05/2024	401K - Employer	30-20800-0000-1	1,897.61
John Hancock	INV0027896	09/05/2024	401K - Employer	31-20800-0000-1	741.58
John Hancock	INV0027896	09/05/2024	401K - Employer	32-20800-0000-1	1,952.30
John Hancock	INV0027897	09/05/2024	401K - Employee	01-20800-0000-1	581.68
John Hancock	INV0027897	09/05/2024	401K - Employee	20-20800-0000-1	100.79
John Hancock	INV0027897	09/05/2024	401K - Employee	30-20800-0000-1	489.56
John Hancock	INV0027897	09/05/2024	401K - Employee	31-20800-0000-1	269.38
John Hancock	INV0027897	09/05/2024	401K - Employee	32-20800-0000-1	840.27
John Hancock	INV0027898	09/05/2024	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0027905	09/05/2024	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0027905	09/05/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0027905	09/05/2024	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0027906	09/05/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0027907	09/05/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0027908	09/05/2024	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0027908	09/05/2024	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0027909	09/05/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0027909	09/05/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0027910	09/05/2024	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0027911	09/05/2024	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0027912	09/05/2024	401k Contribution	01-20800-0000-1	236.76
John Hancock	INV0027912	09/05/2024	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0027913	09/05/2024	401k Contribution	34-20800-0000-1	177.12
John Hancock	INV0027914	09/05/2024	401k Contribution	01-20800-0000-1	232.32
Vendor John Hancock - John Hancock Total:					21,764.04
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	INV 020144	09/05/2024	INV 020144 Truck 33 Oil Chan...	32-510-56600-0000-1	80.00
Jorge's Smog & Repai	INV 020202	09/05/2024	INV 020202 A/C Service	32-510-56600-0000-1	358.61
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					438.61

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: J's Plumbing, LLC. - J's Plumbing					
J's Plumbing	INV 13802	09/05/2024	INV 13802 Run new water wit...	30-500-56000-7820-1	885.00
Vendor J's Plumbing, LLC. - J's Plumbing Total:					885.00
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV 65148	09/05/2024	INV 65148 Stop Sign	01-180-57400-0000-1	919.74
KRC SAFETY CO INC	INV 65149	09/05/2024	INV 65149 Stop and Roll Up Si...	01-180-57400-0000-1	410.01
KRC SAFETY CO INC	INV 65150	09/05/2024	INV 65150 Flagstand-Traffix St...	01-180-57400-0000-1	860.88
KRC SAFETY CO INC	INV 65155	09/05/2024	INV 65155 Roll Up Sign	01-180-57400-0000-1	588.27
Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:					2,778.90
Vendor: Office Depot - Office Depot					
Office Depot	Inv. 378207011001	09/05/2024	Inv. 378207011001 Police Dep...	01-150-57200-0000-1	27.78
Office Depot	Inv. 378208531001	09/05/2024	Inv. 378208531001 Police Dep...	01-150-57200-0000-1	47.92
Vendor Office Depot - Office Depot Total:					75.70
Vendor: Our Home Town, Inc - Our Home Town, Inc.					
Our Home Town, Inc.	Our Home Town September 2...	09/03/2024	Our Home Town Inc Septemb...	01-130-56000-0000-1	338.53
Vendor Our Home Town, Inc - Our Home Town, Inc. Total:					338.53
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	INV 5L71103	09/05/2024	INV 5L71103 Water Dept Ope...	32-510-57400-0000-1	183.69
Rexel USA Supply	INV 5L75402	09/05/2024	INV 5L75402 Water Dept Ope...	32-510-57400-0000-1	24.57
Rexel USA Supply	INV 5L88350	09/05/2024	INV 5L88350 Water Dept. Op...	32-510-57400-0000-1	7.27
Rexel USA Supply	INV 5M088745AH	09/05/2024	INV 5M088745AH Battery	30-500-57400-0000-1	226.24
Rexel USA Supply	INV 5M13845	09/05/2024	INV 5M13845 City Hall Maint...	01-185-56400-0000-1	613.56
Rexel USA Supply	INV 7246384	09/05/2024	INV 7246384 Facilities Mainte...	01-190-56400-0000-1	449.31
Rexel USA Supply	INV Y954923	09/05/2024	INV Y954923 WWTP Operating..	30-500-57400-0000-1	475.44
Rexel USA Supply	INV Y956224	09/05/2024	INV Y956224 WWTP Repair a...	30-500-56410-0000-1	501.29
Rexel USA Supply	INV Y956230	09/05/2024	INV Y956230 Transformer Offi...	30-500-56400-0000-1	1,639.41
Vendor PLATT - Rexel USA Supply Total:					4,120.78
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	INV R 272601	09/05/2024	INV R 272601 Secure Systems	01-150-52200-0000-1	43.00
SECURE SYSTEMS	INV R 272601	09/05/2024	INV R 272601 Secure Systems	01-155-52200-0000-1	52.00
SECURE SYSTEMS	INV R 272601	09/05/2024	INV R 272601 Secure Systems	01-190-52200-0000-1	121.00
SECURE SYSTEMS	INV R 272601	09/05/2024	INV R 272601 Secure Systems	30-500-52200-0000-1	52.00
SECURE SYSTEMS	INV R 272601	09/05/2024	INV R 272601 Secure Systems	32-510-52200-0000-1	104.00
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					372.00
Vendor: Standard Emulsions I - Standard Emulsions Inc					
Standard Emulsions Inc	INV 3669	09/05/2024	INV 3669 Emulsion Tack Oil	01-180-56500-0000-1	800.04
Vendor Standard Emulsions I - Standard Emulsions Inc Total:					800.04
Vendor: Sun Badge Company - Sun Badge Company					
Sun Badge Company	Inv. 421310	09/05/2024	Inv. 421310 Badges MPD 8/13...	01-150-51800-0000-1	685.13
Vendor Sun Badge Company - Sun Badge Company Total:					685.13
Vendor: Underground Service - Underground Service					
Underground Service	INV 120415USB24	09/05/2024	INV 120415USB24 State Fee f...	30-500-53250-0000-1	251.74
Underground Service	INV 120415USB24	09/05/2024	INV 120415USB24 State Fee f...	32-510-53250-0000-1	251.74
Vendor Underground Service - Underground Service Total:					503.48
Vendor: USA Waste of Califor - USA Waste of California, Inc.					
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Organic Monthly Inv...	01-100-41300-0000-1	-212.60
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Recycling Monthly I...	01-100-41300-0000-1	-1,314.15
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Garbage Monthly Inv...	01-100-41300-0000-1	-5,255.06
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Garbage Monthly In...	31-505-52400-0000-1	105,101.19
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Organic Monthly Inv...	31-505-52400-0000-1	2,126.04
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Recycling Monthly I...	31-505-52500-0000-1	13,141.57
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Organics Monthly S...	01-100-41300-0000-1	-207.54
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Recycling Monthly ...	01-100-41300-0000-1	-1,194.12
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Garbage Monthly S...	01-100-41300-0000-1	-3,843.57
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Garbage Monthly S...	31-505-52400-0000-1	76,871.38
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Organics Monthly S...	31-505-52400-0000-1	2,075.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Recycling Monthly ...	31-505-52500-0000-1	11,941.22
Vendor USA Waste of Califor - USA Waste of California, Inc. Total:					199,229.78
Grand Total:					341,315.60

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	48,770.15
20 - LIGHTING & LANDSCAPING-DISTRICT 1	3,154.76
30 - SEWER	32,987.17
31 - REFUSE/RECYCLING	214,665.41
32 - WATER	40,629.92
34 - PUBLIC TRANSPORTATION	1,108.19
Grand Total:	341,315.60

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-12,027.04
01-110-50550-0000-1	Dental/Vision Premiums	104.29
01-110-50700-0000-1	Life Insurance	26.76
01-111-50550-0000-1	Dental/Vision Premiums	20.68
01-111-50700-0000-1	Life Insurance	2.16
01-112-50550-0000-1	Dental/Vision Premiums	41.72
01-112-50700-0000-1	Life Insurance	1.35
01-115-50550-0000-1	Dental/Vision Premiums	100.10
01-115-50700-0000-1	Life Insurance	13.07
01-130-56000-0000-1	Professional Services - O...	338.53
01-140-50550-0000-1	Dental/Vision Premiums	122.20
01-140-50700-0000-1	Life Insurance	10.26
01-150-50550-0000-1	Dental/Vision Premiums	2,391.64
01-150-50700-0000-1	Life Insurance	778.66
01-150-51800-0000-1	Clothing Allowance	685.13
01-150-52200-0000-1	Contract Services	43.00
01-150-56000-0000-1	Professional Services - O...	292.00
01-150-57200-0000-1	Supplies - Office	75.70
01-155-50550-0000-1	Dental/Vision Premiums	106.19
01-155-50700-0000-1	Life Insurance	30.96
01-155-52200-0000-1	Contract Services	52.00
01-160-50550-0000-1	Dental/Vision Premiums	40.73
01-160-50700-0000-1	Life Insurance	32.72
01-165-50550-0000-1	Dental/Vision Premiums	40.73
01-165-50700-0000-1	Life Insurance	24.76
01-175-50550-0000-1	Dental/Vision Premiums	166.87
01-175-50700-0000-1	Life Insurance	60.30
01-180-50550-0000-1	Dental/Vision Premiums	775.78
01-180-50700-0000-1	Life Insurance	140.29
01-180-51800-0000-1	Clothing Allowance	389.23
01-180-56440-0000-1	Repairs & Maintenance-...	40.82
01-180-56500-0000-1	Repairs/Maintenance St...	806.09
01-180-56600-0000-1	Repairs/Maintenance - ...	284.13
01-180-57400-0000-1	Supplies - Operating	4,624.65
01-185-56400-0000-1	Repairs & Maint - Build &..	613.56
01-190-50550-0000-1	Dental/Vision Premiums	100.26
01-190-50700-0000-1	Life Insurance	27.11
01-190-52200-0000-1	Contract Services	121.00
01-190-56400-0000-1	Repairs & Maint - Build &..	696.34
01-190-57400-0000-1	Supplies - Operating	72.22
01-20800-0000-1	Pension Payable	14,735.60
01-22050-0000-1	Federal Withholding Pay...	8,663.74
01-22100-0000-1	FICA Payable	14,045.90
01-22150-0000-1	Medicare Payable	3,284.96
01-22200-0000-1	State Withholding Payab...	5,122.84
01-22250-0000-1	SUTA Payable	328.61
01-22275-0000-1	ETT Payable	6.98

Account Summary

Account Number	Account Name	Payment Amount
01-22600-0000-1	Health FSA	19.23
01-22700-0000-1	Disablity LTD	172.53
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	89.94
01-22950-0000-1	Cancer-American Fidelity	13.53
20-200-50550-0000-1	Dental/Vision Premiums	313.69
20-200-50700-0000-1	Life Insurance	72.19
20-200-51800-0000-1	Clothing Allowance	76.56
20-200-56700-0000-1	Repairs & Maintenance -...	156.80
20-200-57400-0000-1	Supplies - Operating	1,218.28
20-20800-0000-1	Pension Payable	475.32
20-22050-0000-1	Federal Withholding Pay...	132.15
20-22100-0000-1	FICA Payable	483.14
20-22150-0000-1	Medicare Payable	113.00
20-22200-0000-1	State Withholding Payab...	84.37
20-22250-0000-1	SUTA Payable	22.45
20-22275-0000-1	ETT Payable	0.48
20-22900-0000-1	Life	6.33
30-20800-0000-1	Pension Payable	2,407.71
30-22050-0000-1	Federal Withholding Pay...	1,061.20
30-22100-0000-1	FICA Payable	2,743.72
30-22150-0000-1	Medicare Payable	641.70
30-22200-0000-1	State Withholding Payab...	883.72
30-22250-0000-1	SUTA Payable	33.71
30-22275-0000-1	ETT Payable	0.71
30-22700-0000-1	Disablity LTD	35.69
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	35.80
30-500-50550-0000-1	Dental/Vision Premiums	844.16
30-500-50700-0000-1	Life Insurance	123.55
30-500-51800-0000-1	Clothing Allowance	535.86
30-500-52200-0000-1	Contract Services	1,740.00
30-500-52910-2527-1	Buildings & Improvemen...	12,024.42
30-500-53250-0000-1	Permits & Certificates	251.74
30-500-56000-7820-1	Professional Services - ...	3,524.50
30-500-56400-0000-1	Repairs & Maint - Build &...	1,810.53
30-500-56410-0000-1	Repairs & Maintenance ...	501.29
30-500-57200-0000-1	Supplies - Office	2,198.67
30-500-57400-0000-1	Supplies - Operating	1,561.04
31-20800-0000-1	Pension Payable	1,010.96
31-22050-0000-1	Federal Withholding Pay...	392.99
31-22100-0000-1	FICA Payable	992.02
31-22150-0000-1	Medicare Payable	232.00
31-22200-0000-1	State Withholding Payab...	341.05
31-22700-0000-1	Disablity LTD	11.65
31-22900-0000-1	Life	8.11
31-505-50550-0000-1	Dental/Vision Premiums	372.47
31-505-50700-0000-1	Life Insurance	47.34
31-505-52400-0000-1	Contract Services - Refus...	186,174.03
31-505-52500-0000-1	Contract Services - Recyc...	25,082.79
32-20800-0000-1	Pension Payable	2,813.12
32-22050-0000-1	Federal Withholding Pay...	914.26
32-22100-0000-1	FICA Payable	2,987.12
32-22150-0000-1	Medicare Payable	698.54
32-22200-0000-1	State Withholding Payab...	747.87
32-22250-0000-1	SUTA Payable	148.97
32-22275-0000-1	ETT Payable	3.18
32-22700-0000-1	Disablity LTD	14.29

Account Summary

Account Number	Account Name	Payment Amount
32-22900-0000-1	Life	8.96
32-510-50550-0000-1	Dental/Vision Premiums	846.28
32-510-50700-0000-1	Life Insurance	112.69
32-510-51800-0000-1	Clothing Allowance	331.23
32-510-52200-0000-1	Contract Services	104.00
32-510-53250-0000-1	Permits & Certificates	251.74
32-510-56000-0000-1	Professional Services - O...	10,387.67
32-510-56400-0000-1	Repairs & Maint - Build &...	532.61
32-510-56410-0000-1	Repairs & Maintenance- ...	312.35
32-510-56600-0000-1	Repairs & Maintenance -...	611.46
32-510-57400-0000-1	Supplies - Operating	11,783.21
32-510-58200-0000-1	Water/Soil/Other Analys...	7,020.37
34-20800-0000-1	Pension Payable	321.33
34-22050-0000-1	Federal Withholding Pay...	114.32
34-22100-0000-1	FICA Payable	221.46
34-22150-0000-1	Medicare Payable	51.80
34-22200-0000-1	State Withholding Payab...	44.89
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
34-520-50550-0000-1	Dental/Vision Premiums	166.86
34-520-50700-0000-1	Life Insurance	58.60
Grand Total:		341,315.60

Project Account Summary

Project Account Key	Payment Amount
None	341,315.60
Grand Total:	341,315.60

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

September 11, 2024

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

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Councilmember Ayon, Councilmember Gonzalez, Councilmember Pérez

Councilmembers Absent: Vice Mayor Cano

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Public Works Director Hernandez, Community Development Saldana, Human Resources McCuan, City Clerk De La Cruz

INVOCATION

Offered by Councilmember Pérez

PLEDGE OF ALLEGIANCE

Offered by Councilmember Ayon

APPROVE AGENDA AS TO FORM

Councilmember Gonzalez moved, seconded by Councilmember Pérez, to amend the agenda by removing Item No. 6, *Approval of Resolution No. 2024-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES*. The motion further included approval of the remainder of the agenda as to form.

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

PASSED: 4-0-1

FEATURED PET

Chief Knox introduced the featured pet Sky

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Community Action Partnership of Kern: Resolution in Honor of September 2024 as Hunger Action Month in Kern County

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

2. Approval of Expense Report in the Amount of \$574,618.01 from 8/10/2024 to 8/30/2024.
3. Approval of Payroll Report for the Month of August 2024 in the Amount of \$340,121.95.
4. Approval of August 22, 2024, Regular Meeting Minutes
5. Approval of Amendment #2 to Memorandum of Understanding between Kern Council of Governments and the City of McFarland for EV Ready Communication Phase II Blueprint Implementation
7. Approval of Resolution No. 2024-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT FOR BUILDING AND PLANNING SERVICES
8. Approval of Resolution No. 2024-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROPRIATING FUNDS TO THE CAL HOME GRANT PROGRAM

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve the Consent Agenda for the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

PUBLIC HEARINGS

9. Waive full reading and introduce Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION

Mayor opened the public hearing there being no public comment; the hearing is closed.

*Motion by Councilmember Ayon, Second by Councilmember Pérez to waive full reading and introduce Ordinance No. 14-2024 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

10. Waive full reading and introduce Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES, AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to waive full reading and introduce Ordinance No. 12-2024 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

ADMINISTRATIVE AGENDA

11. Approval of Resolution No. 2024-101, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MCFARLAND STREET INFRASTRUCTURE PROJECT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve Resolution No. 2024-101 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

12. Approval of Resolution No. 2024-103, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPOINTING PLANNING COMMISSIONERS

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve Resolution No. 2024-103 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

13. Approval of Resolution No. 2024-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND THE MCFARLAND POLICE OFFICERS ASSOCIATION (MPOA) FOR THE PERIOD OF 2024-2027

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Gonzalez to Approve Resolution No. 2024-106 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

14. Approval of Resolution No. 2024-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENTS TO THE EMPLOYEE HANDBOOK TO INCLUDE EDUCATIONAL AND SPECIAL PAY, COMPENSATORY CASH OUT POLICY, BEREAVEMENT LEAVE, AND JURY DUTY

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Gonzalez to Approve Resolution No. 2024-104 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

15. Approval of Resolution No. 2024-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE PURCHASE OF A WASTEWATER CRANE SERVICE TRUCK IN THE AMOUNT OF \$141,955.59

Public Comment: None

*Motion by Councilmember Pérez, Second by Councilmember Ayon to Approve Resolution No. 2024-105 during the meeting of September 11, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

16. Designation of Voting Delegates and Alternates for the League of California Cities
Annual Conference and Expo, October 16-18, 2024

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to table administrative agenda item 16 to the next City Council Meeting on September 25, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG) no update.
- b. Public Policy and Finance Committee- Councilmember Gonzalez provided an update that shutoff's will be occurring on the 17th of September.
- c. Public Safety Committee- Councilmember Pérez provided an update that Trunk-A-Treat has relocated to McFarland Junior High School.

PUBLIC COMMENT

None

COUNCIL STATEMENTS AND REPORTS

Mayor provided an update of the street projects that will be occurring in the City of McFarland.

CLOSED SESSION

- 17. No reportable Action Taken

- 8. Council provided direction to City Manager, HR Director and City Attorney concerning engagement in settlement negotiations

Meeting adjourned at 8:08 pm

CITY OF MCFARLAND

Erika De La Cruz, City Clerk

SPECIAL CITY COUNCIL MINUTES

IN-PERSON MEETING

September 19, 2024

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

CALL TO ORDER

Mayor Ayon called the meeting to order at 12:52 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Councilmember Ayon, Councilmember Gonzalez, Councilmember Pérez

Councilmembers Absent: Vice Mayor Cano

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Public Works Director Hernandez, City Clerk De La Cruz

INVOCATION

Offered by Councilmember Pérez

PLEDGE OF ALLEGIANCE

Offered by Councilmember Gonzalez

PUBLIC COMMENT

None

ADMINISTRATIVE AGENDA

1. Approval of Resolution No. 2024-107, ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID AND AWARD OF A CONTRACT TO GRIFFITH COMPANY IN THE AMOUNT \$1,095,735 FOR THE 2024 STREET REHABILITATION – VARIOUS LOCATIONS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$203,758 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve Resolution No. 2024-107 during the meeting of September 19, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

COUNCIL STATEMENTS AND REPORTS

None

ADJOURNMENT

*Motion by Councilmember Ayon, Second by Councilmember Gonzalez to adjourn the meeting of September 19, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Vice-Mayor Cano – Absent)*

Roll Call Vote:

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

NOES: None

ABSENT: R. Cano

Meeting adjourned at 1:07 pm.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Adopt Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION

SUMMARY:

Per the recommendation of the Mayor, City staff has prepared an amendment to Chapter 2.40 of the City of McFarland Municipal Code relating to the Planning Commission. The terms of office of all members of the Planning Commission are a (4) four-year term and regular meetings are held once per month. The amendment is to adopt an ordinance in furtherance of the City's goals and objectives in ensuring that individuals holding positions in the Planning Commission board are committed to the powers and function of their position in the Planning Commission. The section in Chapter 2.40 that is being proposed to be amended is related to Term of Office.

The Ordinance was introduced for first reading at the City Council meeting of September 11, 2024 and is presented for adoption.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council adopt Ordinance 14-2024.

ATTACHMENTS:

None

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

Section 1. Recitals

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

WHEREAS, The Ordinance Amendment updates the Municipal Code to add additional subsections relating to reasons for removal from office;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Title 2, Chapter 2.40 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City’s goals and objectives in ensuring that individuals holding positions in the Planning Commission board are held to standards similar to those of the City Council members.

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

Section 1. Chapter 2.40.060 of the McFarland Municipal Code is hereby appealed and approved in its entirety to read as follows:

2.40.060 – Removal from office.

Any member of the planning commission may be removed as follows:

- A. By a majority vote of the city council; or
- B. By his or her absence of (1) one regular meeting within a (6) six-month period without cause which shall be deemed to constitute the resignation of the commissioner, and the position shall be declared vacant, and the secretary of the planning commission shall immediately inform the city council of such termination. An absence due to illness or an unavoidable absence from the city, with notice thereof conveyed to the secretary of the planning commission on or before the day of any regular meeting of the commission shall be deemed an absence for cause; or
- C. By his or her absence of (3) three consecutive regular meetings with cause.

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

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of

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

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

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

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on 9/11/2024, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on 9/25/2024 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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on September 25, 2024.

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

Section 1. Recitals

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

WHEREAS, The Ordinance Amendment updates the Municipal Code to add additional subsections relating to reasons for removal from office;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Title 2, Chapter 2.40 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City’s goals and objectives in ensuring that individuals holding positions in the Planning Commission board are held to standards similar to those of the City Council members.

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

Section 1. Chapter 2.40.060 of the McFarland Municipal Code is hereby appealed and approved in its entirety to read as follows:

2.40.060 – Removal from office.

Any member of the planning commission may be removed as follows:

- A. By a majority vote of the city council; or
- B. By his or her absence of (1) one regular meeting within a (6) six-month period without cause which shall be deemed to constitute the resignation of the commissioner, and the position shall be declared vacant, and the secretary of the planning commission shall immediately inform the city council of such termination. An absence due to illness or an unavoidable absence from the city, with notice thereof conveyed to the secretary of the planning commission on or before the day of any regular meeting of the commission shall be deemed an absence for cause; or
- C. By his or her absence of (3) three consecutive regular meetings with cause.

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

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of

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

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

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

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on 9/11/2024, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on 9/25/2024 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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on September 25, 2024.

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND EXECUTE AGREEMENTS WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FOR THE MCFARLAND IT SECURITY MODERNIZATION INITIATIVE

SUMMARY:

The City of McFarland is seeking to apply for the State and Local Cybersecurity Grant Program (SLCGP) administered by the California Office of Emergency Services (CalOES). This grant offers financial assistance to state and local governments to enhance cybersecurity capabilities and address the increasing threat landscape faced by public agencies. The grant funding will be used to implement the McFarland IT Modernization, which aims to improve the security, resilience, and performance of the City's IT systems.

The initiative will focus on several key areas, including:

- Upgrading outdated IT infrastructure.
- Implementing advanced cybersecurity measures, such as multi-factor authentication and enhanced encryption.
- Conducting vulnerability assessments and ongoing monitoring of the City's digital assets.
- Improving overall data protection and risk management practices.

As part of the application process, the City is required to submit a formal resolution authorizing the City Manager or designee to apply for, execute, and manage the necessary agreements with CalOES. This resolution will ensure that the City of McFarland can properly participate in the grant program and receive the associated funds.

FINANCIAL IMPACT:

If awarded, funding would provide \$250,000 to upgrade IT infrastructure.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution No. 2024-108 authorizing the City Manager or designee to:

1. Apply for funding through the State and Local Cybersecurity Grant Program (SLCGP).
2. Execute all necessary agreements and amendments with the California Office of Emergency Services (CalOES).

ATTACHMENTS:

None

RESOLUTION NO. 2024-108

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND EXECUTE
AGREEMENTS WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES
(CALOES) FOR THE MCFARLAND IT SECURITY MODERNIZATION INITIATIVE**

WHEREAS, The City of McFarland seeks to apply for funding through the State and Local Cybersecurity Grant Program (SLCGP), administered by the California Office of Emergency Services (CalOES), to enhance its cybersecurity infrastructure and improve the security of its IT systems; and

WHEREAS, The City of McFarland recognizes that, in order to apply for and receive such funds, a grant application and agreement must be submitted and executed with CalOES under the State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, It is in the best interest of the City of McFarland to authorize the City Manager or designee to apply for, execute, and manage all agreements and amendments related to the SLCGP in order to facilitate the successful completion of the McFarland IT Security Modernization Initiative;

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 Manager or designee is hereby authorized to apply for, execute, and manage all necessary agreements and any amendments thereto with the California Office of Emergency Services (CalOES) for the purpose of receiving and expending funds from the State and Local Cybersecurity Grant Program (SLCGP) for the McFarland IT Security Modernization Initiative.
3. The City Clerk shall certify the passage and adoption of this resolution.
4. The resolution is effective immediately upon passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 25, 2024 by the following vote:

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

Anita Gonzalez				
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CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Approval of Resolution No. 2024-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE CITY MANAGER'S DECISION TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT WITH KROGER CO. AND APPROVING THE SUBDIVISION AGREEMENT

SUMMARY:

Background:

The City of McFarland has received notice of a proposed nationwide settlement agreement with the Kroger Co. related to the opioid epidemic. This settlement is part of national efforts to hold companies accountable for their role in the opioid crisis, providing for a total of approximately \$1.2 billion to be paid over 11 years to participating states and subdivisions. These funds will be used to remediate and abate the effects of the opioid epidemic within communities across the country.

The State of California has elected to participate in the settlement, allowing subdivisions like McFarland to participate and receive their share of the settlement funds. Participation by subdivisions is crucial, as the total funds allocated to each state and its subdivisions depend on participation rates.

The City's signed Subdivision Agreement and Participation Form have been submitted by the required deadline of September 11, 2024, ensuring McFarland's eligibility for settlement funds.

Discussion:

Participation in the National Opioid Settlement with Kroger Co. will allow the City of McFarland to receive funds that can be used for opioid crisis abatement efforts. These funds may support public health programs, education, treatment, and other community services aimed at addressing the opioid epidemic.

As City Manager, I have submitted the necessary documents to secure McFarland's participation. This report seeks to ratify the City Manager's decision to submit the Subdivision Agreement and Participation Form on behalf of the City.

FINANCIAL IMPACT:

The amount allocated to McFarland will depend on the participation rate of other subdivisions.

The funds received must be used as directed by the settlement for opioid abatement efforts within the City.

RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution, ratifying the City Manager's decision to agree to the City's participation in the National Opioid Settlement and approving the Subdivision Agreement.

ATTACHMENTS:

1. national_opioid_settlement_notice_settlement_overview
2. Settlement_Participation_Form_Kroger - Signed
3. California State-Subdivision Agreement - Signed

RESOLUTION NO. 2024-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE CITY MANAGER'S DECISION TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT WITH KROGER CO. AND APPROVING THE SUBDIVISION AGREEMENT

WHEREAS, the City of McFarland is committed to addressing the ongoing opioid crisis and mitigating its effects on the community; and

WHEREAS, a nationwide settlement has been reached with Kroger Co. to resolve legal claims related to the company's alleged misconduct in relation to opioid distribution, which includes a commitment of approximately \$1.2 billion to participating states and subdivisions for opioid abatement efforts; and

WHEREAS, the State of California has elected to participate in this settlement, allowing the City of McFarland to opt into the settlement as a subdivision of the state; and

WHEREAS, the City of McFarland, through its City Manager, has submitted a signed Subdivision Agreement and Settlement Participation Form by the required deadline of September 11, 2024, to secure McFarland's participation in the settlement; and

WHEREAS, participation in the settlement will provide funds to the City of McFarland to be used for opioid crisis remediation and abatement efforts, benefiting public health and safety in the community; and

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

1. The City Council hereby ratifies and approves the City Manager's decision to sign and submit the Subdivision Agreement and Settlement Participation Form, securing the City of McFarland's participation in the National Opioid Settlement with Kroger Co.
2. The City Council approves the City's participation in the settlement and the use of funds as stipulated by the terms of the settlement agreement for opioid crisis abatement efforts.
3. The City Manager and other appropriate officials are authorized to take any further actions necessary to implement this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 25, 2024 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney

National Opioid Settlement: Kroger Co.

McFarland city, CA

Rubris Reference Number: CL-789521

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 11, 2024**, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 11, 2024**.

Subdivision Participation and Release Form

Governmental Entity: McFarland city	State: CA
Authorized Signatory: Diego Viramontes	
Address 1: 401 W Kern Avenue	
Address 2:	
City, State, Zip: McFarland, CA 93250	
Phone: 661-792-3091	
Email: dviramontes@mcfarlandcity.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:



Name:

Diego Viramontes

Title:

City Manager

Date:

9/11/2024



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Kroger Settlement**

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the “Kroger Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Kroger Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.
- h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,



Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

- j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,¹ pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

¹ For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.



A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and



Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;
 - (5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or
 - (6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.



- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision’s use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision’s use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.



- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),



pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.



- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, McFarland city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on

Signature:



Name: Diego Viramontes

Title: City Manager

Date: 9/11/2024





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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	Alameda County	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	Amador County	Amador	0.226%	0.277%	0.2349885%
County	Butte County	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	Calaveras County	Calaveras	0.226%	0.277%	0.2351644%
County	Colusa County	Colusa	0.059%		0.0489221%
County	Contra Costa County	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%



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City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%



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City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%



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City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%



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City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	Merced County	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	Modoc County	Modoc	0.065%	0.080%	0.0678250%
County	Mono County	Mono	0.023%	0.029%	0.0242606%
County	Monterey County	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%



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County	Napa County	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	Nevada County	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%



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City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%



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City	Palm Springs	Riverside	0.076%	0.0629862%
City	Perris	Riverside	0.009%	0.0076774%
City	Rancho Mirage	Riverside	0.052%	0.0431098%
City	Riverside	Riverside	0.268%	0.2206279%
City	San Jacinto	Riverside	0.010%	0.0085936%
City	Temecula	Riverside	0.022%	0.0180086%
City	Wildomar	Riverside	0.008%	0.0062500%
County	Sacramento County	Sacramento	3.797%	3.9465887%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	San Benito County	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	San Bernardino County	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%



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City	San Bernardino	San Bernardino	0.178%	0.1461880%
City	Twentynine Palms	San Bernardino	0.002%	0.0012605%
City	Upland	San Bernardino	0.052%	0.0424460%
City	Victorville	San Bernardino	0.033%	0.0269400%
City	Yucaipa	San Bernardino	0.016%	0.0128772%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	San Diego County	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	San Francisco	San Francisco	3.026%	3.702%	3.1457169%
County	San Joaquin County	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	San Luis Obispo County	San Luis Obispo	0.816%	0.999%	0.8484126%



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City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
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City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%



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City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) *Purpose.* Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

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b) Claims Procedure.

- i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.
- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.
 - vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.
- c) Claims Priority and Limitation.
- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
 - ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
 - iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
 - iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
 - v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
 - vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.



d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.
- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Adopt Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

SUMMARY:

Staff is proposing a new ordinance to the Municipal Code that will facilitate additional commercial opportunities to the City of McFarland. Through various submissions and requests for mobile food truck business licenses, City staff found that there was a great interest from business owners to conduct business in the City of McFarland via mobile food trucks. City staff saw the interest and started analyzing various mobile food truck establishments in other cities. What was discovered was that this venture could provide commercial opportunities for surrounding businesses and could create additional economic opportunities for McFarland. The Mobile Food Establishment would include operating standards, permitting information, and noise and zoning restrictions. Staff took into consideration what they analyzed in other working food truck establishments when creating the ordinance. The proposed ordinance was created with the best intentions for the City of McFarland and with the intent of providing a clear and consistent process.

The ordinance was introduced for first reading on September 11, 2024 and is presented for final adoption.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council adopt Ordinance 12-2024.

ATTACHMENTS:

1. Attachment A Ordinance 12-2024

ORDINANCE NO. 12-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

Section 1. Recitals

WHEREAS, the City Council desires to amend Title 5.46 Business Taxes, Licenses, and Regulations; and

WHEREAS, on September 11, 2024, the City Council conducted a duly noticed public hearing regarding this Ordinance, where it received presentations from City staff, oral and written testimony from members of the public, and introduced the ordinance; and

WHEREAS, after the above-mentioned City Council public hearing, the City Council now desires to amend Title 5 Business Taxes, Licenses, and Regulations by adding Chapter 5.46.

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

Section 1: Chapter 5.46 of the McFarland Municipal Code is hereby amended and added as shown on attachment A.

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

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

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

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

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on 9/11/2024, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on 9/25/2024 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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on September 25, 2024.

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney

Chapter 5.46 MOBILE FOOD ESTABLISHMENTS

5.46.010 Purpose and intent.

The purpose of this chapter is to provide a clear and concise explanation of the necessary process in forming a mobile food establishment, the requirements necessary, and the standards that are applied to ensure a safe and equal opportunity for all applicants, residents, and property owners.

5.46.020 – Definitions.

The following words and terms shall have the following meanings:

“Mobile Food Establishment” shall mean a food service operation that is operating from multiple movable motor-driven vehicles or portable structures that are able to change locations. It may operate as one of two types of mobile food operations:

- a) A restricted unit that offers only pre-packaged food in individual servings; beverages that are not potentially hazardous and are dispensed from covered urns or other protected vessels; and packaged frozen foods. Preparation, assembly or cooking of foods is not allowed; or
- b) An unrestricted unit that may serve food as allowed in subsection (a), and may cook, prepare and assemble a full menu of food items;
 - i. Except as provided in Subsection (ii) below, an unrestricted unit must be secured and completely enclosed; and
 - ii. Foods such as hot dogs, coffee, or shaved ice, or food with prior approval from the environmental health department, may be served from vehicles with three sides and a cover.

“Food vending vehicle” includes any vehicle from which any type of food or beverage is sold or offered for sale directly to any consumer and is permitted to operate pursuant to this Chapter.

“Operator” means a person who operates a Mobile Food Establishment.

5.46.030 – Mobile Food Establishments are permitted in the following zone districts.

A mobile food establishment is permitted in C-O, C-1, CRMU, C-2, CH, M-1, M-2, and M-3 zones.

However, a mobile food establishment shall not be allowed unless the Community Development Director finds that the proposed Mobile Food Establishment complies with the definition and requirements.

5.46.040 – Permits Required.

All food vending vehicle business owners shall comply with the following requirements:

- A. Each food vending vehicle business at the Mobile Food Establishment must obtain a food vending vehicle permit pursuant to this Chapter.
- B. Each food vending vehicle business shall maintain a valid business license from the City of McFarland.
- C. Each food vending vehicle shall maintain a valid permit from the County of Kern through its Public Health Services Department.

5.46.050 – Application.

- A. Applicant shall submit a complete Master Uniform Application for a Mobile Food Establishment on forms approved by the Community Development Director or designee and shall be signed under penalty of perjury by the applicant.
 - a. Applicant intending to operate on private property as a Mobile Food Establishment:
 - i. Must attach to the application a plot plan drawn to scale, showing the location of utilities, improved parking areas, location of permanent and temporary structures, curb cut and/or driveways and identifying the nearest available source of potable water, sanitary facilities and fire hydrants and the food vending vehicle has permission to use;
 - ii. Need written authorization signed and dated by the current property owner regarding the location of the mobile food establishment business on the owner's property;
 - iii. Each Food vending vehicle intending to operate on the property will be required to apply for a food vending vehicle permit and complete the permit requirements per Chapter 5.46.040.
 - 1. Must attach to the application a plot plan drawn to scale, showing the location of utilities, and location of permanent and temporary structures.
 - iv. Need a copy of an approved conditional use permit if applicable.

5.46.060 – Application approval, denial, and revocation.

- A. The Community Development Director or designee shall approve or deny an Mobile Food Establishment application within sixty days of receipt.
- B. The Community Development Director or designee may deny or revoke a food vending vehicle permit whenever it is determined that the applicant has done any of the following:
 - a. That misrepresentations were made on the application.
 - b. That the business owner or any manager of the food vending vehicle business has been convicted of a crime substantially related to the qualifications, functions, or duties of the food vending vehicle business for which application is made, unless he or she has obtained a certificate of rehabilitation.
 - c. That any of the terms or conditions of the permit or regulations under this chapter have been violated, or that the food vending vehicle business has been operating in violation of local ordinance, state, or federal law.
 - d. That the food vending vehicle business is interfering with the peace and quiet of the neighborhood.
 - e. That the safety of persons or real or personal property requires such revocation.
 - f. That the property owner transferred or assigned his, her or its interest in the property.

5.46.030 – Operating Standards.

- A. May not operate adjacent to an existing restaurant.
- B. Each mobile food vendor must be parked on a paved area.
- C. A drive-in service is not permitted.
- D. Exterior lighting must be hooded or shielded so that the light source is not directly visible to a residential use.
- E. Electrical service may be provided only by:
 - a. temporary service or other connection provided by an electric utility; or
 - b. an onboard generator.
- F. Water service may be provided by:
 - a. containers of commercially bottled drinking water.

- b. closed portable containers.
 - c. an enclosed vehicular water tank.
 - d. an on-premises water storage tank.
 - e. piping, tubing, or hoses connected to an adjacent approved source.
- G. A Mobile Food Establishment shall not conduct business between the hours of ten (10) P.M. and nine (9) A.M.
- H. Must provide at least one (1) trash receptacle and one (1) recycling receptacle for use by patrons within twenty feet and in a convenient location that does not impede pedestrian or vehicular traffic.
- I. Upon vacating the site, must collect and remove the aforementioned trash receptacles and all litter and debris generated within a minimum fifty-foot radius of each food vending vehicle.
- J. No selling or serving alcohol.
- K. No selling to persons in vehicles.
- L. No discharge or cause to be discharged to a public sewer, any waste which directly or indirectly connects to the city's sewerage systems.
- M. No obstruction or interference with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any business, public building, or dwelling unit.
- N. No restriction of visibility at any driveway or intersection.
- O. Permanent or portable restrooms and handwashing facilities must be available for use during food preparation and customers.
- P. Any signs connected to the individual food vending vehicles are limited to those attached to the exterior of the mobile food vehicle and must be:
- a. secured and mounted flat against the mobile food establishment; and
 - b. may not project more than six inches from the exterior of the mobile food vehicle.
- Q. Any signs for the Mobile Food Establishment, except for those attached to the mobile food vehicles, must go through the process indicated in Chapter 17.142.

5.46.030 – Noise.

- A. The noise level of mechanical equipment or outside sound equipment used in association with a mobile food establishment may not exceed 70 decibels when measured at the property line that is across the street from or abutting a residential use.
- B. No amplified sound or loudspeakers. Must comply with the noise limits in Chapter 12.24

5.46.030 – Parking Standards.

- A. Parking standards shall comply with the provisions of Chapter 17.144.
- B. On-site Parking Area. Parking areas shall be located where customers have easy and convenient access.
- C. Parking shall not be located on street corners.
- D. Joint Use Parking. Parking shall be developed as joint use parking areas under the provisions outlined in Chapter 17.144.070.
- E. Parking area shall be paved to prevent any dirt.

5.46.030 – Exceptions to the Mobile Food Establishment.

- A. The following types of mobile food vending operations are not limited by zoning restrictions with the written consent of the property owner and an applicable permit from the City:
 - a. School property
 - b. Hospital property
 - c. Religious Facility
- B. Private catering events is exempted from the Mobile Food Establishment process, but must comply with following requirements.
 - a. The requirements for a private event is the following.
 - i. The food vending vehicle is parked entirely on private property.
 - ii. Service is limited to private guests of the catering host.
 - iii. Payment occurs directly between the catering event host and the food vending vehicle business owner. No payment transactions shall occur for individual orders.

5.46.030 – Appeal Process.

- A. Except as provided in this chapter, any person aggrieved by the issuance, denial or revocation of application pursuant to this chapter may appeal such decision to the city council by filing a written notice of such appeal with the city clerk within five business days of the decision of the community development director, city manager, city council, or designee, giving rise to said appeal. Such appeal shall set forth, with particularity, the facts upon which the appeal is being made. The city council shall, within thirty days of receiving such notice of appeal, hold a hearing. At such hearing, the aggrieved party is entitled to be heard and present evidence on his or her behalf. The city council shall determine the merits of the appeal, and the city council's determination to grant or deny the appeal shall be final. When the necessity for a timely response so requires, the city council may refer to the matter to the community development director.
- a. Any applicant for a Mobile Food Establishment who is engaging in or intends to engage in "expressive activity" as defined in this chapter and who is aggrieved by the denial or revocation of a permit pursuant to this chapter may, at his or her election, appeal to the city council in accordance with this section. However, any appeal taken pursuant to this section may, by necessity, involve the postponement or delay of the activity for which a permit is sought.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2024-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ALLOCATION OF \$10,000 TO PAY FOR INSURANCE DEDUCTIBLES AND APPROVING A BUDGET ADJUSTMENT OF \$180,000 FOR THE PURCHASE OF TWO NEW PATROL VEHICLES

SUMMARY:

The McFarland Police Department (MPD) recently lost two vehicles in an auto accident. McFarland Police Vehicle #38 (VIN 1FM5K8AR4EGC08419) and #49 (VIN 1FM5K8AB5NGC23627) were deemed total losses by our insurance company. The insurance company will cover the replacement of these vehicles, minus the \$5,000 deductible per vehicle, resulting in a total deductible cost of \$10,000.

The estimated cost to fully build out each replacement vehicle is approximately \$90,000. As part of this replacement process, we are requesting a budget adjustment of \$180,000 to appropriate funds for the purchase of two new patrol vehicles. Insurance proceeds of approximately \$170,000 are expected to offset the cost of the vehicles, leaving the City responsible for the \$10,000 deductible.

Maintaining a fleet of operable patrol vehicles is necessary to continue providing emergency police services to the community of McFarland. Over the past few years, the City Council has recognized the need to replace older patrol vehicles due to maintenance costs and liability factors. In this instance, replacing the wrecked vehicles with new ones not only ensures continued service but also reduces the long-term costs associated with maintaining older vehicles. Additionally, two older Dodge Charger patrol vehicles have recently become disabled due to mechanical breakdowns, with repair costs exceeding \$7,000 each. Purchasing new vehicles under the insurance coverage will be more cost-effective than repairing the older vehicles.

FINANCIAL IMPACT:

There will be a total impact of \$10,000 on the general fund to cover the insurance deductibles for the two vehicles. A budget adjustment of \$180,000 is requested to appropriate funds for the purchase of two new patrol vehicles. The City expects to receive approximately \$170,000 from insurance proceeds, which will offset most of the cost, leaving a net financial impact of \$10,000.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the payment of \$10,000 from the General Fund to cover the insurance deductibles for the two patrol vehicles.
2. Approve a budget adjustment of \$180,000 to appropriate funds for the purchase of two new patrol vehicles, with the understanding that insurance proceeds of approximately \$170,000 will be applied to offset the total cost.

ATTACHMENTS:

None

RESOLUTION NO. 2024-111

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE ALLOCATION OF \$10,000 TO PAY FOR INSURANCE DEDUCTIBLES AND
APPROVING A BUDGET ADJUSTMENT OF \$180,000 FOR THE PURCHASE OF TWO NEW
PATROL VEHICLES**

WHEREAS, the City of McFarland has approved the fiscal budget for fiscal year 2024-2025
and;

WHEREAS, the McFarland Police Department recently lost two patrol vehicles to a traffic
accident and;

WHEREAS, the City Council of the City of McFarland understands the need to maintain a fleet
of police patrol vehicles and;

WHEREAS, the City Council of the City of McFarland wishes to replace the wrecked patrol
vehicles and;

WHEREAS, the City Council of the City of McFarland wishes to allocate \$10,000 from the
general fund to pay the insurance deductibles; and

WHEREAS, the City Council also acknowledges that the total cost to fully build out the two
replacement patrol vehicles is approximately \$180,000 and that the insurance company will cover
approximately \$170,000 of this cost, leaving a net impact of \$10,000 on the general fund.

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 in full.
2. The McFarland Police Department lost two vehicles to a traffic collision.
3. The McFarland Police Department is requesting that the City Council approve the allocation of \$10,000 from the general fund to cover the insurance deductibles for these vehicles.
4. The City Council also approves a budget adjustment of \$180,000 to appropriate funds for the purchase of two new patrol vehicles.
5. The City expects to receive insurance proceeds of approximately \$170,000 to offset the total cost of the vehicles.

6. The City Manager is hereby authorized and directed to make the necessary budget amendments and appropriations to the general fund and the McFarland Police Department budget as described herein.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 25, 2024 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE SUBMISSION OF THE MCFARLAND CLIMATE RESILIENCE AND COMMUNITY ENHANCEMENT INITIATIVE GRANT APPLICATION; APPROVE AGREEMENT WITH MUJERES ACTIVAS LIDERES COMUNITARIAS AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS.

SUMMARY:

The City of McFarland is seeking authorization to apply for the U.S. Environmental Protection Agency's Environmental and Climate Justice Community Change Grants Program. This grant will fund key community-driven projects as part of the McFarland Climate Resilience and Community Enhancement Initiative. The projects include:

- [Project 1: e.g., Retention Basin/Dog Park for Flood Mitigation]
- [Project 2: e.g., Community Garden Enhancements with Microgrid Installation]
- [Project 3: e.g., Safety Improvements at Sherwood Avenue Overpass]

These projects align with the City's ongoing efforts to address climate resilience, environmental sustainability, and public health for McFarland residents, particularly those in disadvantaged communities.

To ensure robust community engagement, the City has partnered with Mujeres Activas Lideres Comunitarias Inc., a local non-profit organization, to facilitate outreach and feedback collection from McFarland residents.

By securing this grant, the City will be able to further its goals of reducing climate-related risks, improving infrastructure, and creating new recreational opportunities for the community.

FINANCIAL IMPACT:

If awarded, the City could receive up to \$20 million to provide the proposed improvements.

RECOMMENDATION:

City Council approve Resolution No. 2024-109

ATTACHMENTS:

1. Statutory Partnership Agreement

RESOLUTION NO. 2024-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE SUBMISSION OF THE MCFARLAND CLIMATE RESILIENCE AND COMMUNITY ENHANCEMENT INITIATIVE GRANT APPLICATION; APPROVE AGREEMENT WITH MUJERES ACTIVAS LIDERES COMUNITARIAS AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, the City of McFarland is eligible to receive federal funding, and apply for a grant through the U.S. Environmental Protection Agency’s Environmental and Climate Justice Community Change Grants Program under the Notice of Funding Opportunity EPA-R-OEJECR-OCS-23-04; and

WHEREAS, a grant agreement is required to be executed with the U.S. Environmental Protection Agency before such funds can be claimed through the Environmental and Climate Justice Community Change Grants Program; and

WHEREAS, the City of McFarland wishes to delegate authorization to execute these agreements and any amendments thereto;

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 Manager or designee is hereby authorized to execute all necessary agreements and any amendments thereto with the U.S. Environmental Protection Agency to receive and expend Environmental and Climate Justice Community Change Grants Program funds for the proposed project.
3. The City Council authorizes the statutory partnership agreement with Mujeres Activas Lideres Comunitarias.
4. The City Clerk shall certify 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 September 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				

María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodeges, City Attorney

Statutory Partnership Agreement
Environmental Protection Agency
Community Change Grant

This Partnership Agreement (the “Agreement”) is made and entered into this 25th Day of September, 2024 (the “Effective Date”). The City of McFarland and Mujeres Activas Lideres Comunitarias are the “Partners” in this Agreement are as follows:

The Partners of this Agreement to the following:

1. The Partners are executing this document to create a Partnership. This Partnership will be known as Transforming McFarland (the “Partnership”).

II. The partnership

- a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant (CCG).
- b. The terms and conditions of their Partnership will be outlined in this Agreement.
- c. The Partnership will be in effect on September 1, 2024.
- d. The Partnership will only be terminated as outlined in this Agreement.
- e. The Partnership will be governed under the laws of the State of California
- f. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.

III. Roles of the Partners

- a. The City of McFarland shall be the Lead Applicant of a CCG. If the CCG is:
 - a. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - b. Make a subaward to the in the amount consistent with the final EPA approved grant budget.
 - c. Make sure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance.
 - d. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - e. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - f. Be responsible for the following project-specific activities:
 - g. Share decision making authority with the and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

- b. Mujeres Activas Lideres Comunitarias, if the CCG is awarded, shall:
 - i. Be responsible for the following project-specific activities:
 - 1. Coordinating and implementing the community engagement plan for the EPA grant program.
 - 2. Assist in the operation of the Collaborative Governance Structure helping to management community participation and communication.
 - ii. Share decision making authority with the City of McFarland and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

IV. Dispute Resolution

- a. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

V. Replacement of Mujeres Activas Lideres Comunitarias as Statutory Partner

- a. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. Grant application

- a. Mujeres Activas was the lead community engagement partner for the preparation of the grant.

VIII. End of the Partnership

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When is replaced under the procedure listed in Section V of this agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
- b. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

Lead Applicant
City of McFarland

Statutory Partner
Mujeres Activas Lideres Comunitarias

Saul Ayon, Mayor

Abraham Garcia, President

Attest

Erika De La Cruz
City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 25,
2024

TO: Honorable Mayor and Council Members
FROM: Diego Viramontes, City Manager
SUBJECT: Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference and Expo, October 16-18, 2024

SUMMARY:

The League of California Cities Annual Conference and Expo is scheduled to take place from October 16-18, 2024. A key component of this event is the General Assembly, where city officials have the opportunity to actively participate in shaping Cal Cities' policies. Each member city is entitled to appoint one voting delegate who will represent the city during the General Assembly on October 18. This delegate will have the responsibility of voting on resolutions that impact cities throughout California.

In addition to the primary voting delegate, cities are encouraged to designate up to two alternate delegates. These alternates can step in and vote if the primary delegate is unable to fulfill their duties. Both voting delegates and alternates can be either elected or appointed city officials.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

RECOMMENDATION:

Staff recommends that the City Council designate one voting delegate and two alternates to represent the City of McFarland at the League of California Cities Annual Conference and Expo.

ATTACHMENTS:

1. 2024 Cal Cities Voting Delegate Information Packet



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).