



**PLANNING COMMISSION AGENDA
MEETING OF FEBRUARY 29, 2024
Council Chambers, City Hall South, 1501 Truxtun Ave
SPECIAL MEETING 5:30 P.M.**

www.bakersfieldcity.us

1. ROLL CALL

Zachary Bashirtash, Chair
Daniel Cater, Vice-Chair
Cassie Bittle
Gurtarpreet Kaur
Larry Koman
Candace Neal
Adam Strickland

2. PLEDGE OF ALLEGIANCE

3. PUBLIC STATEMENTS

- a. Agenda Item Public Statements
- b. Non-Agenda Item Public Statements

4. CONSENT CALENDAR ITEMS

- a. Approval of Planning Commission minutes of February 15, 2024.
Staff recommends approval.

5. CONSENT PUBLIC HEARINGS

6. NON-CONSENT PUBLIC HEARINGS

Ward 1

- a. **Conditional Use Permit 23-0642.** Skarpol/Frank Associates (applicant) representing 2700 White Lane LLC (property owner) is requesting a conditional use permit to convert an existing 151-room hotel into a multi-family dwelling complex (BMC 17.24.040.A.3.) on an approximate two and a half acre parcel zoned C-2 (Regional Commercial), located at 2700 White Lane. Notice of Exemption on file.
Staff recommendation: Render a decision.

Ward(s) 1, 2, 3, 4, 5, 6, 7

- b. **Zone Change No. 24-0055:** The City of Bakersfield is requesting a change in zone classification **from** A (Agriculture), E (Estate), E-1A (Estate One Family Dwelling – 1 acre minimum), R-S (Residential Suburban), R-S-10A (Residential Suburban – 10 acre minimum), R-S-5A (Residential Suburban – 5 acre minimum), R-1 (One Family Dwelling), R-1-4.5(One Family Dwelling 4,500 sf minimum lot size), R-

1-CH (One Family Dwelling-Church Overlay), R-1-CH-HD (One Family Dwelling-Church and Hillside Development Overlay), R-1-HD (One Family Dwelling - Hillside Development Overlay), R-2 (Limited Multiple Family Dwelling), R-2/PUD (Limited Multiple Family Dwelling/Planned Unit Development), R-3 (Multiple Family Dwelling), PCD (Planned Commercial Development), C-O (Professional and Administrative Office), C-O/PCD (Professional and Administrative Office/Planned Commercial Development), C-1 (Neighborhood Commercial), C-2 (Regional Commercial), C-2/PCD (Regional Commercial/Planned Commercial Development), M-1 (Light Manufacturing), M-2 (General Manufacturing), and P (Automobile Parking) to MX-1 (Mixed-Use Neighborhood), MX-2 (Mixed-Use Transit), R-2 (Small Lot Single-Unit Dwelling), R-3 (Medium Density Multi-unit Dwelling), R-4 (High-Density Multi-Unit Dwelling), R-4-HD (High-Density Multi-Unit Dwelling – Hillside Development Overlay), and R-5 (Very-High Density Multi-Unit Dwelling) on approximately 790 acres in various properties throughout the City to facilitate compliance with California's Housing Element Law. Notice of Exemption on file.

Staff recommendation: Approve.

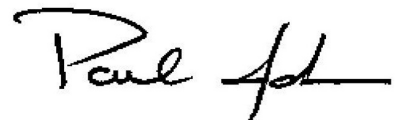
7. REPORTS

- Ward(s) 1, 2, 3, 4, 5, 6, 7 **a.** Housing Element Annual Progress Report for Calendar Year 2023
Receive and file the report.

8. COMMUNICATIONS

9. COMMISSION COMMENTS

10. ADJOURNMENT



Paul Johnson
Planning Director



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Roll Call1.()

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT:

Zachary Bashirtash, Chair

Daniel Cater, Vice-Chair

Cassie Bittle

Gurtarpreet Kaur

Larry Koman

Candace Neal

Adam Strickland

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Public Statements3.(a.)

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT: Agenda Item Public Statements

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Public Statements3.(b.)

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT: Non-Agenda Item Public Statements

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:



COVER SHEET
PLANNING DEPARTMENT
STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Consent Calendar
Items4.(a.)

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT:

Approval of Planning Commission minutes of February 15, 2024.

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description	Type
PC 02/15/2024 Minutes	Cover Memo



PLANNING COMMISSION MINUTES

Regular Meeting of February 15, 2024 – 5:30 p.m.
Council Chambers, City Hall, 1501 Truxtun Avenue

ACTION TAKEN

1. ROLL CALL

Present: Chair Bashirtash, Vice-Chair Cater, Commissioners Koman, Strickland

Absent: Commissioners Bittle, Kaur, Neal

Staff Present: Paul Johnson, DS Planning Director; Viridiana Gallardo-King, Deputy City Attorney II; Martin Ledezma, DS Civil Engineer III; Christopher Boyle, DS Director; Tony Jaquez, DS Principal Planner; Roque Nino, DS Principal Planner; Veronica Martinez, DS Assistant Planner; Noeli Topete, DS Assistant Planner; Ernie Medina, Fire Plans Examiner; Macy Iacopetti, DS Secretary I; Ana Solis, DS Secretary II

2. PLEDGE OF ALLEGIANCE

3. PUBLIC STATEMENTS

a. Agenda Item Public Statements

None.

b. Non-Agenda Item Public Statements

None.

4. CONSENT ITEMS

a. Approval of Minutes: Regular schedule Planning Commission meeting of February 1, 2024.

**APPROVED
BITTLE, KAUR,
NEAL ABSENT**

5. CONSENT PUBLIC HEARINGS

a. Extension of Time for Vesting Tentative Parcel Map 12251 (Phased): McIntosh & Associates requests an extension of time for Vesting Tentative Parcel Map 12251 consisting of 9 commercial parcels and one designated remainder on 32.01 acres generally located at the northeast corner of Old River Road and Panama Lane.

RES 05-24

ACTION TAKEN

b. Planned Development Review No. 23-0251: DeWalt Corporation is requesting a Planned Development Review to allow the development of a car wash, convenience store with eight fuel pumps, and a fast-food restaurant on 6.51 acres in the C-2/PCD (General Commercial/Planned Commercial Development) zone district, located at the southeast corner of S. H Street and Hosking Avenue.

RES 06-24

Public hearing opened and closed.

**APPROVED
BITTLE, KAUR,
NEAL ABSENT**

Motion by Commissioner Strickland, seconded by Commissioner Koman, to approve Consent Public Hearing Items 5.a. and 5.b. Motion approved.

6

NON-CONSENT PUBLIC HEARINGS

a. Text Amendments to Bakersfield Municipal Code Title 17: The City of Bakersfield is proposing to add, delete, and amend various Chapters of the zoning ordinance primarily related to residential zoning and mixed-use zoning to address evolving community needs, enhancing housing options, and providing compatibility with the City's long-term development goals in support of the Bakersfield General Plan comprehensive update; specifically the Housing Element.

RES 04-24

Planning Director Paul Johnson noted there was a memorandum transmitting late correspondence and providing for additional amendments to Title 17. Development Services Director Cristopher Boyle provided the staff report. Public hearing was opened. Two people spoke in support. Two additional people spoke in support but requested consideration be provided for the following: (1) minor overlap on minimum floor densities; (2) reduced road widths for proportionality with the smaller lot designs; and (3) increased minimum parking requirements over the current standards. One person spoke in opposition. No one spoke in rebuttal. Public hearing closed. Planning Commission deliberated. Motion by Vice Chair Cater, seconded by Commissioner Strickland, to recommend City Council approve the amendments to Title 17 with provisions for residential in C-1 (Neighborhood Commercial) and C-2 (Regional Commercial) zones.

**APPROVED
BITTLE, KAUR,
NEAL ABSENT**

7.

REPORTS

a. League of California Cities Presentation by Larry Koman, Planning Commissioner.

RECEIVE & FILE

ACTION TAKEN

RECEIVE & FILE

- b. TCC Grant Presentation by Jason Cater, Economic and Community Development Manager

8. COMMUNICATIONS

- a. Planning Director Johnson announced there will be a Special Planning Commission meeting on February 29, 2024, and the regularly scheduled Planning Commission meeting on March 7, 2024, will be canceled.

9. COMMISSION COMMENTS

- a. None.

10. ADJOURNMENT

There being no further business, Chair Bashirtash adjourned the meeting at 7:45 p.m.

Ana Solis
Recording Secretary

Paul Johnson
Planning Director



COVER SHEET

PLANNING DEPARTMENT

STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Non-Consent6.(a.)

TO: Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER: Louis Ramirez, Associate Planner

DATE:

WARD: Ward 1

SUBJECT:

Conditional Use Permit 23-0642. Skarpol/Frank Associates (applicant) representing 2700 White Lane LLC (property owner) is requesting a conditional use permit to convert an existing 151-room hotel into a multi-family dwelling complex (BMC 17.24.040.A.3.) on an approximate two and a half acre parcel zoned C-2 (Regional Commercial), located at 2700 White Lane. Notice of Exemption on file.

APPLICANT: Skarpol/Frank Associates

OWNER: City of Bakersfield

LOCATION: 2700 White Lane

STAFF RECOMMENDATION:

Staff recommendation: Render a decision.

ATTACHMENTS:

Description	Type
☐ Staff Report	Cover Memo
☐ Map Set	Cover Memo
☐ Site Plan	Cover Memo
☐ Operational Statement	Cover Memo
☐ Good Neighbor Policy	Cover Memo
☐ Lease Agreement	Cover Memo
☐ CUP Resolutions	Cover Memo



CITY OF BAKERSFIELD PLANNING COMMISSION

MEETING DATE: February 29, 2024

AGENDA: 6.a

TO: Chair Bashirtash and Members of the Planning Commission

FROM: Paul Johnson, Planning Director *PJ*

DATE: February 23, 2024

WARD: 1

FILE: Conditional Use Permit No. 23-0642

STAFF PLANNER: Louis Ramirez, Associate Planner

REQUEST: A conditional use permit to allow the conversion of an existing 151-room hotel into a multi-family dwelling complex.

APPLICANT: Skarpol/Frank Associates
Gregory Frank
925 17th Street
Bakersfield, CA 93301

OWNER: 2700 White Lane, LLC
Eli Cohen
12444 Victory Boulevard #118
North Hollywood, CA 91606

LOCATION: 2700 White Lane, Bakersfield, California

APN: 405-101-06 and 405-101-07

PROJECT SIZE: Approximately 2.5 Acres

CEQA: Section 15332 (Class 32; In-fill Development)
Section 15301 (Class 1: Existing Facilities)

EXISTING GENERAL PLAN DESIGNATION: GC (General Commercial)

EXISTING ZONE CLASSIFICATION: C-2 (Regional Commercial)

STAFF RECOMMENDATION: Render a decision.

SITE CHARACTERISTICS: The project site is currently developed with a 151-room, two-story hotel and associated parking lot. Surrounding properties are primarily developed as: north – vacant land, self-storage facility, and multiple-family residential; east – vacant land and automobile service station; south – on and off-ramps to State Route 99, restaurants; and west – State Route 99.

BACKGROUND AND TIMELINE:

- July 29, 1963 - City Council approved the annexation of the project site to the City of Bakersfield as part of Annexation No. 138, Hughes No. 1 and a zone classification of C-2 (Regional Commercial) upon final annexation (Ordinances 1491 and 1492).
- July 20, 1999 - Site Plan Review No. P99-0395 was approved for construction of an 80-unit motel and a 60-unit motel on 5 acres containing an existing 152-unit motel (to be remodeled) and an existing 12,000 square foot restaurant (to be demolished). Staff notes the expansion did not occur and the renovation resulted in 151 units within 4 interconnected buildings.
- October 10, 2000 - A Certificate of Compliance was recorded for Parcel Map Waiver P99-0810 which subdivided the 5 acres into 3 parcels, one of which is the current project site (DOC 0200126374).
- July 20, 2023 - General Plan Amendment/Zone Change (GPA/ZC) No. 22-0421 was considered by the Planning Commission to change zone classification from C-2 (Regional Commercial) Zone to R-4 (High Density Multiple-Family Dwelling) Zone to facilitate conversion of the hotel into a multi-family dwelling complex. Although no written comments were received, opposition statements were taken from 10 neighborhood residents. Following questions from the dais, the applicant requested a two-week continuance to address the concerns and provide an opportunity to meet with the neighbors.
- August 3, 2023 – GPA/ZC No. 22-0421 was reconsidered by the Planning Commission. Staff presented responses to concerns raised and provided options for the Planning Commission regarding the request. A motion was made to refer the project back to staff to address concerns of illegal behavior, loitering, littering, and safety raised by the neighboring residents.
- November 22, 2023 - Applicant withdrew their request for GPA/ZC No. 22-0421.
- December 7, 2023 - Applicant submitted for a conditional use permit (No. 23-0642) to facilitate conversion of the hotel into a multi-family dwelling complex.

PERMITTING:

Zoning. The site is zoned C-2 (Regional Commercial). Properties with a C-2 zone are typically retail developments and often abutting or near a residential development. Pursuant to Bakersfield Municipal Code Section 17.24.040, all permitted uses in the residential zones are permitted in the C-2 zone with approval of a conditional use permit. These residential zones allow for a variety of housing types varying from single-family (e.g., 1 dwelling unit per acre) to high density apartment buildings (e.g., 72 dwelling units per acre).

PROJECT ANALYSIS:

Project. If your Commission approves the request, the applicant will convert the existing 49,719 square foot hotel into a multiple-family dwelling complex (The Blanco). The complex will consist of 151 micro-units that range in floor space size between 262 square feet to 292 square feet. Each studio unit will have a kitchen, bathroom, and living/bedroom space. Shared amenities include a swimming pool, spa, laundry room, community space in the lobby area, and an onsite food bank. Access to the project site is provided by two approaches to/from Los Carneros Place, on the north side of the project site.

Project Operations. According to the applicant, The Blanco's mission is to foster self-reliance and provide tools for permanent housing and societal reintegration. They are a privately funded housing facility serving previously homeless individuals on a minimum 12-month lease basis. By partnering with external organizations for additional services, The Blanco provides a healthy environment for residents, supported by daytime staff for programs and support services, including resource fairs, outreach, and assistance with job opportunities, medical services, pet care, and more. Daily operations are overseen by a property manager between 8:00 am-5:00 pm, Monday through Friday, with programs and support services addressing tenants' needs.

Staff notes the applicant did not provide a list of partners associated with The Blanco. Additionally, the applicant states The Blanco is not supportive housing, transitional housing, a shelter as defined by the local zoning ordinance and state law.

Good Neighbor Policy. The applicant provided a Good Neighbor Policy that outlines the commitment and expectations between The Blanco and the community to foster a harmonious living environment and mutual respect. The Good Neighbor Policy outlines The Blancos responsibility and establishes a Code of Conduct that residents of The Blanco shall abide by. Should your Commission approve this conditional use permit, staff is recommending the Good Neighbor Policy be established as conditions of approval.

Code Enforcement. During preparation of this report, staff was informed of a code compliance complaint by tenants. The complaint was investigated on February 6, 2024 and the investigating officer identified two housing violations associated with ventilation equipment and pest infestation. As of February 20, 2024, those violations remained open.

Lot Line Adjustment. A Lot Line Adjustment No. 22-0456 is also being processed as a ministerial action. The purpose of this request is to extend the property boundary easterly to accommodate residential setbacks and parking requirements. Should your Commission approve this conditional use permit, staff is recommending a condition of approval to require recordation before final occupancy can be granted.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act ("CEQA") and the City of Bakersfield's CEQA Implementation Procedures in accordance with Section 15332 (Class 32: Infill Development Projects). This exemption consists of projects characterized as in-fill development meeting the following conditions:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare, or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

Moreover, this project has been found to be exempt from CEQA in accordance with Section 15301 (Class 1: Existing Facilities), because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Examples of Class 1 exemptions include but are not limited to:

- Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- Division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

In addition to the conversion complying with local ordinances, state laws, and standards of the Uniform Building Codes, the applicant submitted the necessary documents to demonstrate the proposed project meets the conditions outlined above. Therefore, should your Commission approve this conditional use permit, a notice of exemption has been prepared.

NEIGHBORHOOD AND PUBLIC NOTIFICATION:

Public Notification. Public notice for the proposed project and environmental determination was advertised in *The Bakersfield Californian* and posted on the bulletin board in the City of Bakersfield Development Services Building, 1715 Chester Avenue, Bakersfield, California. All property owners within 300 feet of the project site were notified by United States Postal Service mail regarding this public hearing in accordance with city ordinance and state law.

Signs are required as part of the public notification process and must be posted between 20 to 60 days before the public hearing date. Photographs of the posted signage and the Declaration of Posting Public Hearing Notice signed by the applicant are on file at the Planning Division.

Comments Received. As of this writing, no written comments have been received.

Neighborhood Outreach. Subsequent to the GPA/ZC being referred back to staff on August 3, 2024, the owner offered one neighborhood meeting on November 11, 2023. This meeting was held at the Crest Bar and Grill, approximately 0.75 miles from the project site. According to the applicant, the neighbors raised concerns with The Blanco residents leaving trash and shopping carts, having aggressive dogs, intimidating commuters and rummaging through trash.

CONCLUSIONS:

Findings. Bakersfield Municipal Code (B.M.C.) Section 17.64.060.D contains specific findings that must be made for your Commission to approve the requested conditional use permit. Specifically, the section states that a conditional use permit shall be granted only when it is found that:

1. The proposed use is deemed essential or desirable to the public convenience or welfare; and
2. The proposed use is in harmony with the key elements and objectives of the general plan and applicable specific plans.

B.M.C. Section 17.64.060.E also states that a conditional use permit may be subject to conditions as deemed appropriate or necessary to assure compliance with the intent and purpose of the zoning regulations and the various elements and objectives of the general plan and applicable specific plans and

policies of the city or to protect the public health, safety, convenience, or welfare. In other words, through appropriate conditions of approval, a conditional use permit allows local planning authorities to balance the needs of individual property owners or developers with the community's interests and zoning regulations, fostering appropriate and well-planned development. This is done by applying conditions of approval that can include the following:

- *Project Design Features.* Conditions may include building design guidelines, setback requirements, landscaping, specific fencing types, and other architectural elements to ensure that the project's appearance is aesthetically compatible with the surrounding area.
- *Public Safety.* Conditions of approval can include measures to enhance public safety, such as installing additional lighting, providing enhanced security systems to include on site security patrols, removing individuals who display disorderly conduct, etc.
- *Public Benefits.* Conditions may require the developer to provide public benefits such as recreational amenities, preservation of green space, gathering space.
- *Ensuring Compatibility.* Conditions are used to ensure that development is compatible with the existing character of the neighborhood or area. Conditions may address loitering, trash cleanup, etc., that must be followed to help preserve the community's overall appeal.
- *Construction Hours and Noise.* Conditions may limit construction hours and impose noise control measures to minimize disruption to neighboring properties.
- *Project Monitoring and Reporting.* Conditions may include requirements for periodic reporting and monitoring of the project's compliance with the approved plans and conditions.

Should your Commission approve this conditional use permit, staff is recommending conditions of approval where your Commission could make the required findings that (1) the proposed project would provide a public convenience by offering a variety residential types and densities; (2) the project would be a desirable contribution to the homeless community; and (3) the project would result in a development that is in harmony with the key elements and objectives of the Bakersfield Municipal Code by (a) accommodating development which captures the economic demands generated by the marketplace; (b) accommodating development which provides a full mix of uses to support its population; (c) ensuring that residential uses are located in proximity to commercial services, employment centers, public services, transportation routes, and recreational and cultural resources; and (d) accommodate projects which are infill or expansion of existing urban development.

Planning Commission Options. The Planning Commission has several options regarding this request:

1. *Approve as Requested.* If the Planning Commission recommends approval of the project as requested by the applicant, the motion would be to: Adopt Resolution and suggested findings **APPROVING** Conditional Use Permit No. 23-0642 with the listed conditions of approval. Staff notes that a Resolution has been prepared for this motion with recommended conditions of approval.
2. *Approve with Modified Conditions.* If the Planning Commission recommends approval of the project with modified conditions, the motion would be to: Adopt Resolution and suggested findings **APPROVING** Conditional Use Permit No. 23-0642 with the listed conditions of approval as modified by the Planning Commission.

3. *Continue Consideration to Future Date.* The Planning Commission may have unanswered questions and/or request additional information unavailable at the time of the hearing that is needed to make an informed decision. If this information can be obtained in a timely manner, your Commission could make a motion to continue consideration of the project to a specified hearing date. Hearings are typically held on the first and third Thursdays of each month.
4. *Refer the Project Back to Staff.* The Planning Commission may have unanswered questions and/or request additional information unavailable at the time of the hearing that is needed to make an informed decision. If it is unclear how long it may take to obtain such information, your Commission could make a motion to refer the project back to staff. At that point, the project will need to be publicly readvertised at a future Planning Commission hearing date.
5. *Deny the Request.* Based on evidence in the record (e.g., staff report, public testimony, deliberations, etcetera) the Planning Commission could make a motion to deny the project for reasons made known during the hearing. The project would not move forward unless the applicant appealed the decision to City Council for consideration.

Recommendation. Staff recommends the Planning Commission render a decision based on information in the record.

ATTACHMENTS:

Map Set

- Aerial
- Zone Classification
- General Plan Designation

Project Plans

- Site Plan
- Floor Plan
- Elevations
- Landscape Plan

Operational Statement

Good Neighbor Policy

Lease Agreement

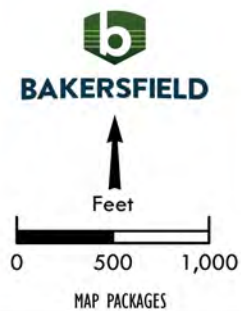
Resolution for Approval

CUP 23-0642

CITY OF BAKERSFIELD

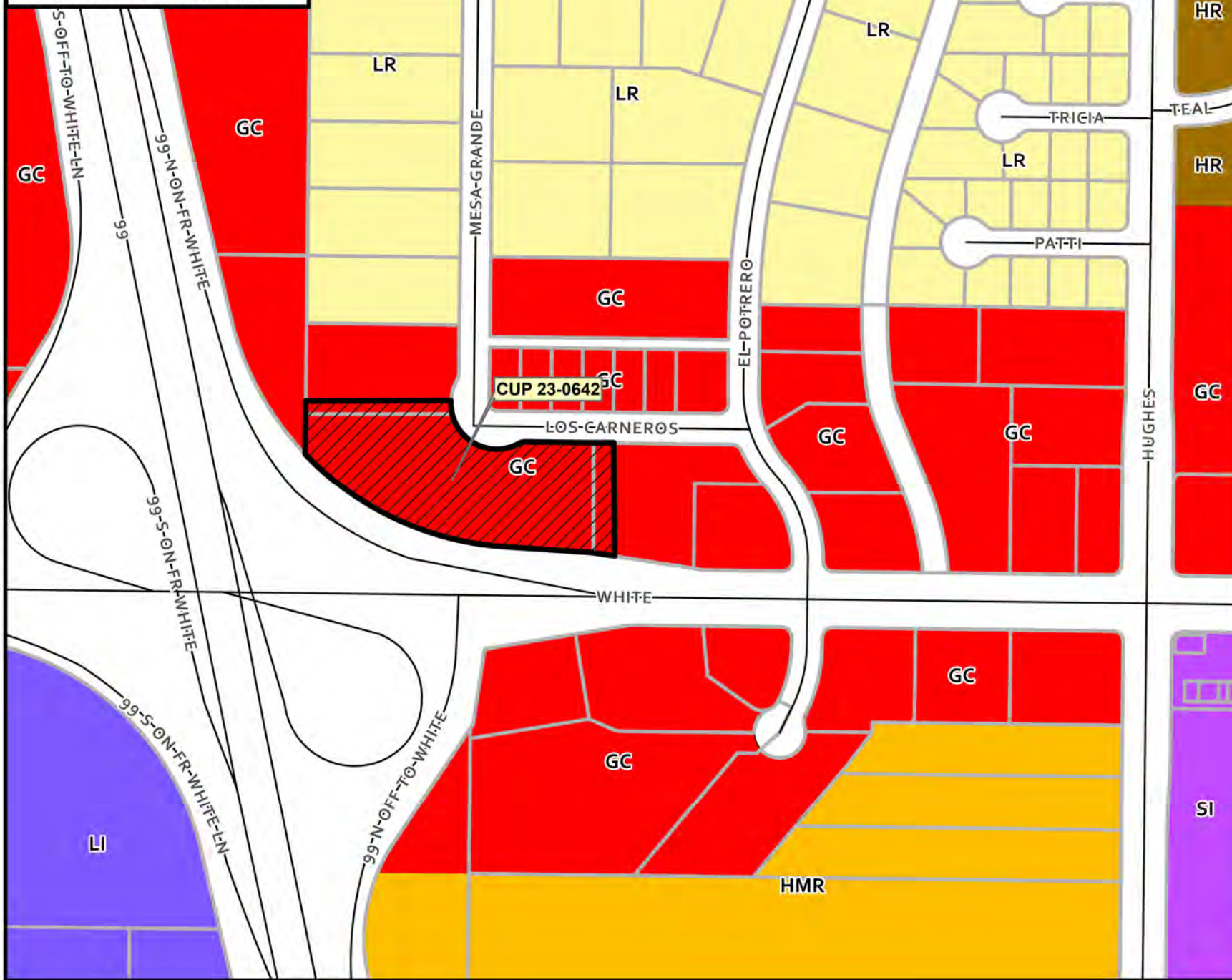


AERIAL



CUP 23-0642

CITY OF BAKERSFIELD



Land Use-CLR

RESIDENTIAL

HR - High Density Residential: > 17.42 units but ≤ 72.6 dwelling units/net acre

HMR - High Medium Density Residential: > 7.26 units but ≤ 17.42 dwelling units/net acre

LR - Low Density Residential: ≤ 7.26 dwelling units/net acre

COMMERCIAL

GC - General Commercial

INDUSTRIAL

LI - LIGHT INDUSTRIAL

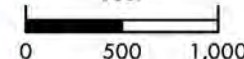
SI - Service Industrial



BAKERSFIELD



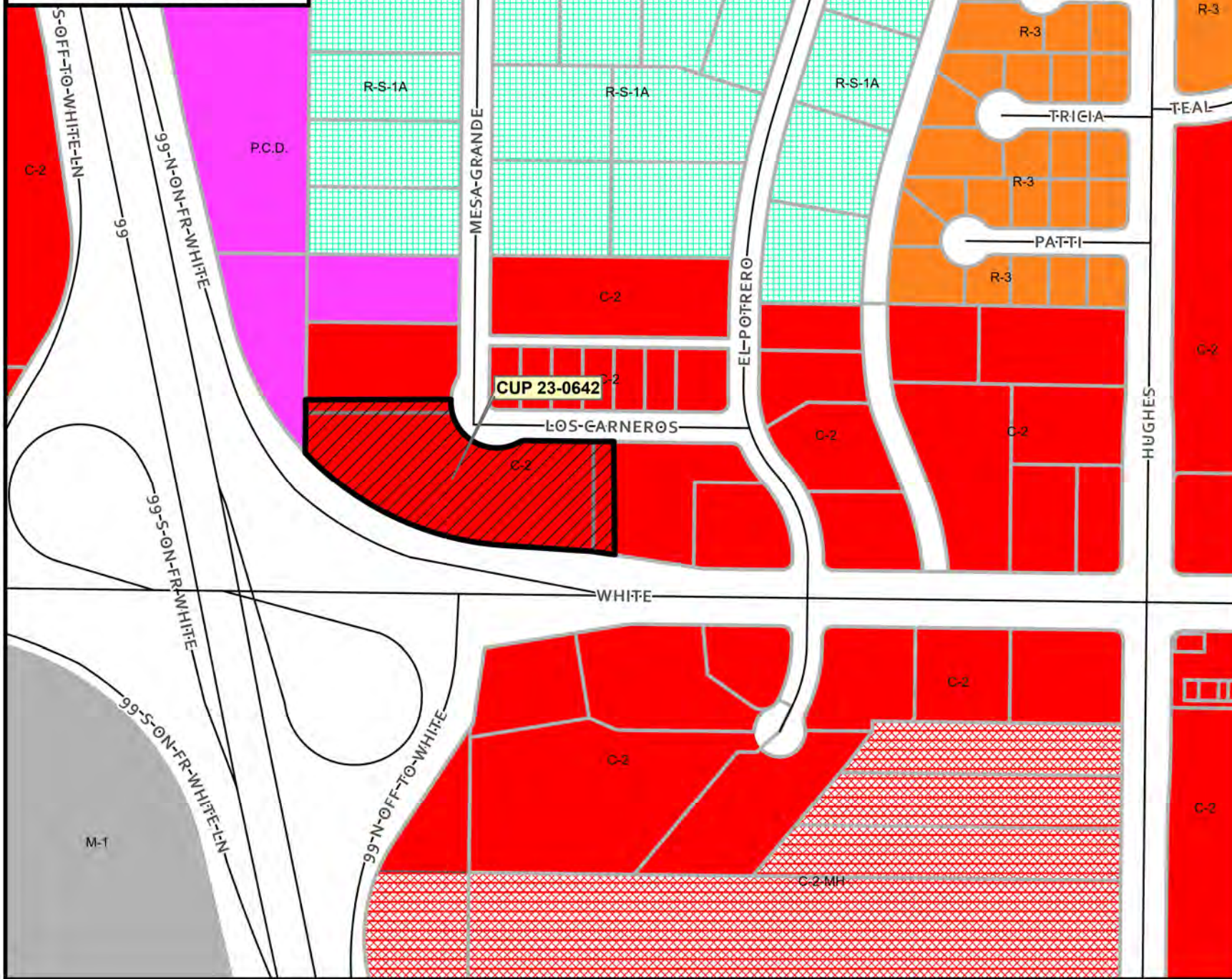
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MAP PACKAGES

CUP 23-0642

CITY OF BAKERSFIELD



Zone CLR

Commercial Zone Designations

- C-2 Regional Commercial
- C-2-MH Commercial - Mobile Home Overlay
- P.C.D. Planned Commercial Development

Industrial Zone Designations

- M-1 Light Manufacturing

Residential Zone Designations

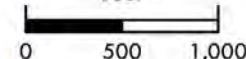
- R-S Residential Suburban
- R-S-1A Residential Suburban - 1 acre minimum
- R-1 One Family Dwelling
- R-1-CH One Family Dwelling - Church Overlay
- R-3 Limited Multiple Family Dwelling Zone - 1 unit/1,250 sq. ft.



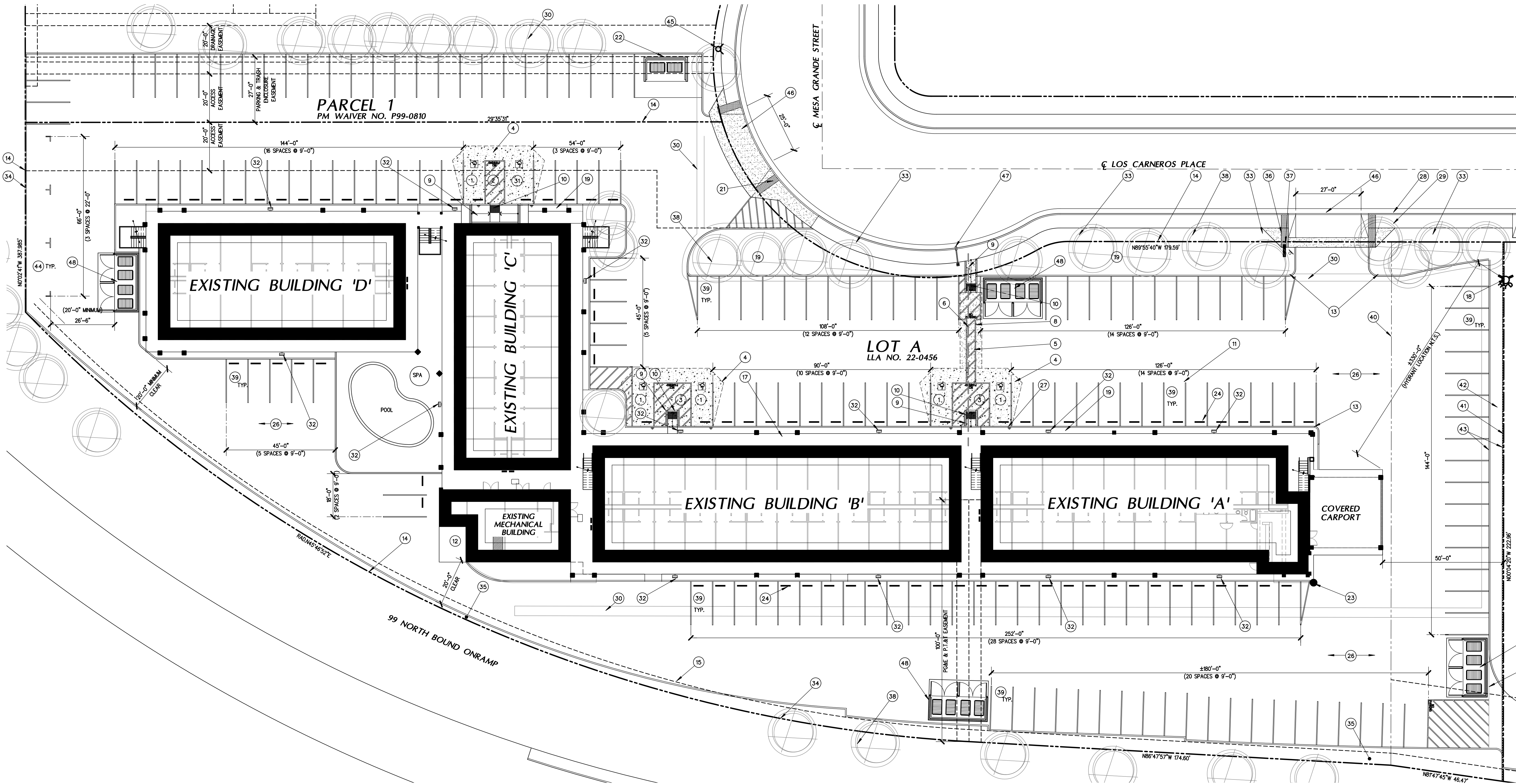
BAKERSFIELD



Feet



MAP PACKAGES



SITE PLAN

PROJECT ANALYSIS:

PROJECT JURISDICTION: CITY OF BAKERSFIELD
OCCUPANCY: R-2
BUILDING HEIGHT: 2 STORIES
CONSTRUCTION TYPE: III-B
SPRINKLERS: YES
EXISTING ZONING: C-2
PROPOSED ZONING: R-2
PARCEL SIZE: ±2.488 ACRES
TOTAL BUILDING AREA (GROSS): 49,719 SF

BUILDING 'A'	
GROUND FLOOR:	6,490 SF
SECOND FLOOR:	6,117 SF
TOTAL BUILDING AREA:	12,607 SF
BUILDING 'B'	
GROUND FLOOR:	7,337 SF
SECOND FLOOR:	7,337 SF
TOTAL BUILDING AREA:	14,674 SF
BUILDING 'C'	
GROUND FLOOR:	4,913 SF
SECOND FLOOR:	4,913 SF
TOTAL BUILDING AREA:	9,826 SF
BUILDING 'D'	
GROUND FLOOR:	4,929 SF
SECOND FLOOR:	4,929 SF
TOTAL BUILDING AREA:	9,858 SF
MECHANICAL BUILDING	
GROUND FLOOR:	1,464 SF
SECOND FLOOR:	1,290 SF
TOTAL BUILDING AREA:	2,754 SF

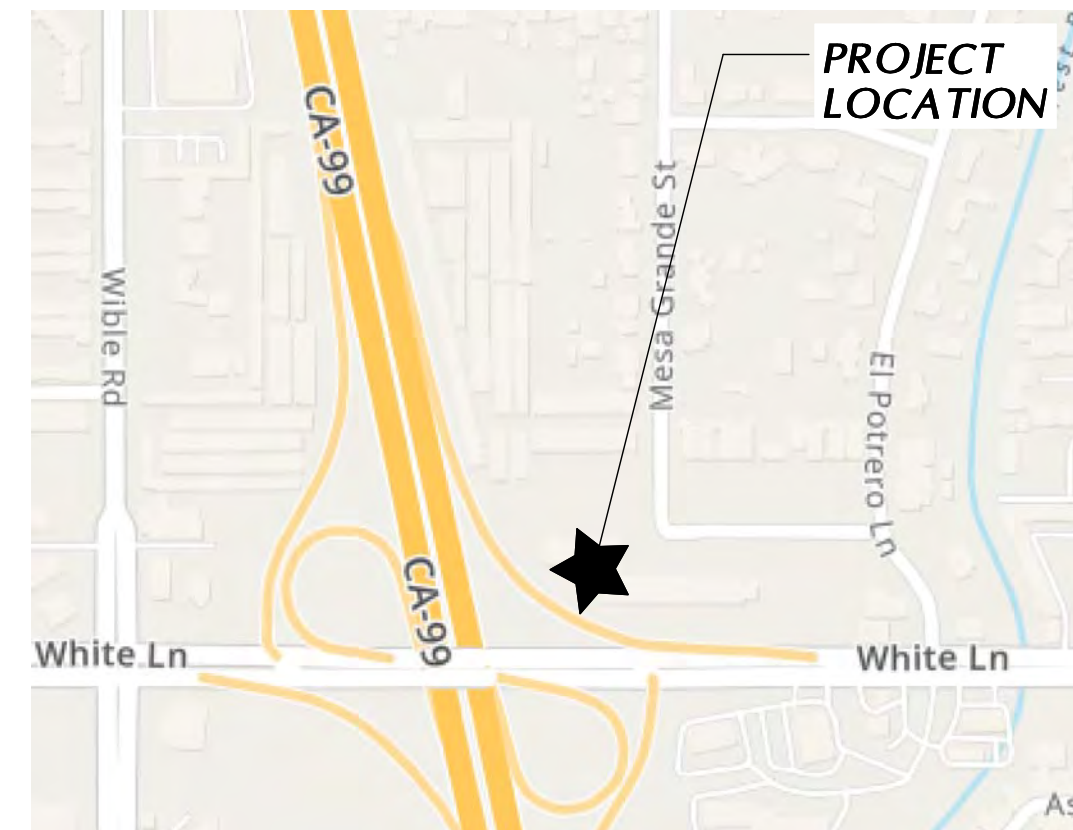
TOTAL APARTMENT UNITS 151 UNITS	
BUILDING 'A'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	10 UNITS
LARGE UNITS (292 SF NET)	10 UNITS
SECOND FLOOR:	10 UNITS
SMALL UNITS (262 SF NET)	10 UNITS
LARGE UNITS (292 SF NET)	10 UNITS
TOTAL BUILDING AREA:	39 UNITS
BUILDING 'B'	
GROUND FLOOR:	12 UNITS
SMALL UNITS (262 SF NET)	12 UNITS
LARGE UNITS (292 SF NET)	12 UNITS
SECOND FLOOR:	12 UNITS
SMALL UNITS (262 SF NET)	12 UNITS
LARGE UNITS (292 SF NET)	12 UNITS
TOTAL BUILDING AREA:	48 UNITS
BUILDING 'C'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
SECOND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
TOTAL BUILDING AREA:	32 UNITS
BUILDING 'D'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
SECOND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
TOTAL BUILDING AREA:	32 UNITS

PARKING REQUIRED:	
MULTI-FAMILY APARTMENTS	
(1 PER UNIT):	151 SPACES
OFFICE - ±615 S.F. (1/250)	3 SPACES
+10% FOR GUEST PARKING	16 SPACES
TOTAL PARKING REQUIRED:	
170 SPACES	
PARKING PROVIDED:	
PARCEL 1:	
STANDARD:	25 SPACES
LOT A:	
STANDARD:	147 SPACES
ACCESSIBLE:	6 SPACES
TOTAL PARKING PROVIDED:	
178 SPACES	

SEWAGE DISPOSAL: EXISTING CITY SEWER
STORM WATER DISPOSAL: EXISTING CITY SUMP
DOMESTIC WATER: CITY OF BAKERSFIELD
SCOPE OF WORK:
THE PROJECT GENERALLY CONSISTS OF A CONVERSION OF AN EXISTING HOWARD JOHNSON MOTEL TO AN APARTMENT COMPLEX. THERE WILL BE 150 MARKET RATE STUDIO APARTMENTS LOCATED IN FOUR (4) BUILDINGS. THE STUDIO APARTMENTS WILL CONTAIN A GREAT ROOM / BEDROOM AND A BATHROOM. NO MAJOR IMPROVEMENTS WILL BE MADE FROM THE EXISTING MOTEL ROOM LAYOUT. BESIDES A SMALL REFRIGERATOR, NO KITCHEN FACILITIES WILL BE INCLUDED IN THE STUDIO APARTMENTS. TWO EXISTING COMMUNITY KITCHENS WILL REMAIN ON SITE AND WILL BE USED BY ALL THE TENANTS.

- SITE KEY NOTES**
NOTE: PARKING LOT TO RECEIVE AN ASPHALT AND ALL PARKING SHALL BE RESTRIPTED PER PLAN.
- NEW 9'-0" WIDE x 18'-0" DEEP ACCESSIBLE PARKING STALL - PER CITY, ADA & TITLE24 STANDARDS
 - NEW 8'-0" WIDE MINIMUM VAN ACCESSIBLE AISLE - PER CITY, ADA, & TITLE 24 STANDARDS
 - ACCESSIBLE ACCESS AISLE - PAINT BLUE HATCH LINES AT 45° AT 3'-0" O.C.
 - HATCH DENOTES NEW CONCRETE PAVING AT ACCESSIBLE PARKING STALL AND ACCESSIBLE AISLE - SLOPE NOT TO EXCEED 2% IN ANY DIRECTION
 - ACCESSIBLE CROSSING - 48" MIN WIDE w/ CROSS SLOPE NOT TO EXCEED 2% - RUNNING SLOPE NOT EXCEED 5%
 - DASHED LINE DENOTES PATH OF TRAVEL FROM PUBLIC RIGHT OF WAY
 - NEW 6'-0" HIGH WROUGHT IRON FENCE
 - HATCH DENOTES NEW (6 REQUIRED) MIN 2" TYPE 12 A.C. PAVING OVER 3" CLASS 1 AGGREGATE BASE PER CITY STANDARDS - NOT TO EXCEED 2% SLOPE IN ANY DIRECTION
 - NEW ACCESSIBLE CURB RAMP - SLOPE NOT TO EXCEED 1:12 WITH A CROSS SLOPE NOT TO EXCEED 2% - PROVIDE A 48"x48" MINIMUM LANDING AT TOP AND BOTTOM OF RAMP - PER ADA & TITLE24 STANDARDS.
 - SHADED AREA REPRESENTS LOCATION OF TRUNCATED DOMES
 - DOUBLE LINE DENOTES NEW STRIPING - TYP.
 - NEW TRANSFORMER W/ STEEL BOLLARDS PER UTILITY REQUIREMENTS
 - EXISTING 6" CURB
 - EXISTING PROPERTY LINE
 - EASEMENT
 - FUTURE ADJUSTED LOT LINE
 - EXISTING CONCRETE WALKWAY
 - FIRE HYDRANT - LOCATED AT NW CORNER OF LOS CARNEROS PL. & EL POTERO LN.
 - HATCH DENOTES EXISTING LANDSCAPE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING DRIVE BREAK
 - EXISTING TRASH ENCLOSURE
 - EXISTING POLE MOUNTED MONUMENT SIGN
 - RELOCATED CONCRETE WHEEL STOP
 - DIRECTION OF TRAFFIC - PAINTED - TYPICAL
 - EXISTING AC PAVING TO REMAIN
 - NEW POLE MOUNTED ACCESSIBLE PARKING SIGNAGE
 - EXISTING CURB & GUTTER
 - EXISTING 5'-0" SIDEWALK
 - EXISTING 'Y' GUTTER

- NEW 12'-0" WIDE x 18'-0" DEEP ACCESSIBLE PARKING STALL - PER CITY, ADA & TITLE24 STANDARDS
- EXISTING WALL PACK ABOVE
- EXISTING NO PARKING ANYTIME SIGNAGE
- EXISTING 6'-0" HIGH CHAIN LINK FENCE
- APPROXIMATE LOCATION OF EXISTING POWER POLE
- EXISTING, UNAUTHORIZED VEHICLE PARKING SIGNAGE
- EXISTING MONUMENT SIGN
- EXISTING TREE - TYP.
- NEW STANDARD 9'-0" x 18'-0" PARKING STALL - PER CITY STANDARDS
- PROPERTY LINE TO BE MOVED VIA LLA NO. 22-0456
- PROPOSED PROPERTY LINE LOCATION PER LLA NO. 22-0456
- NEW 6" CURB
- NEW 9'-0" x 22'-0" PARALLEL PARKING STALL - PER CITY STANDARDS
- EXISTING FIRE HYDRANT LOCATION
- CONSTRUCT / REBUILD DRIVE APPROACH PER CITY OF BAKERSFIELD STANDARD DETAIL ST-4
- NEW STREET LIGHT PER CITY STANDARD 23.6
- NEW STREET LIGHT PER CITY STANDARD 23.6



VICINITY MAP

N.S.

MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

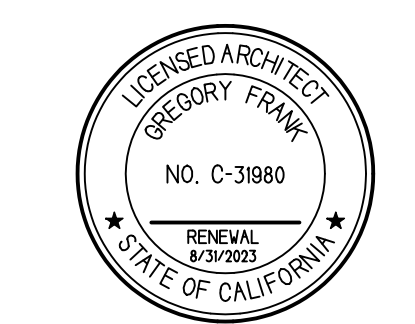
DATE	ISSUED FOR
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3-9-2023	SPR PRE-REVIEW REVISION NO. 1
5-16-2023	SPR PRE-REVIEW REVISION NO. 2
6-14-2023	SPR PRE-REVIEW REVISION NO. 3

REVISION	DESCRIPTION

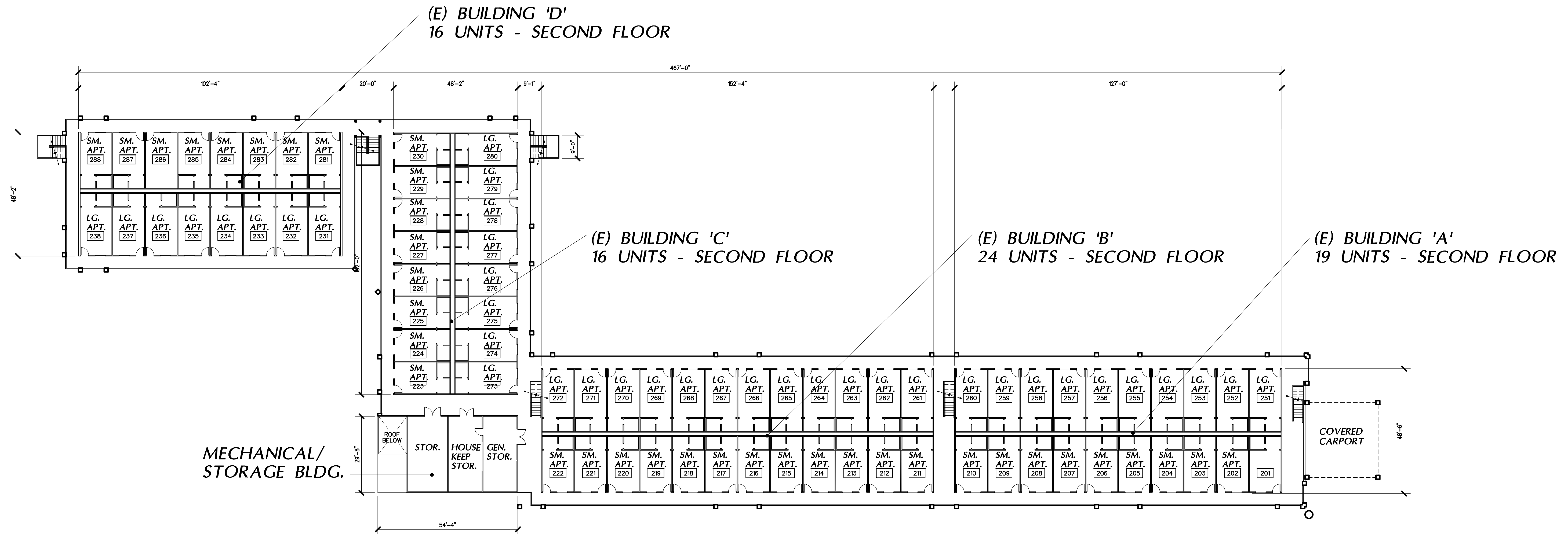
JOB 6754	SPR-1
DP DS	
PM G.F.	

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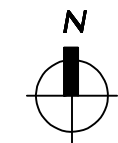


LOT B
LLA NO. 22-0456

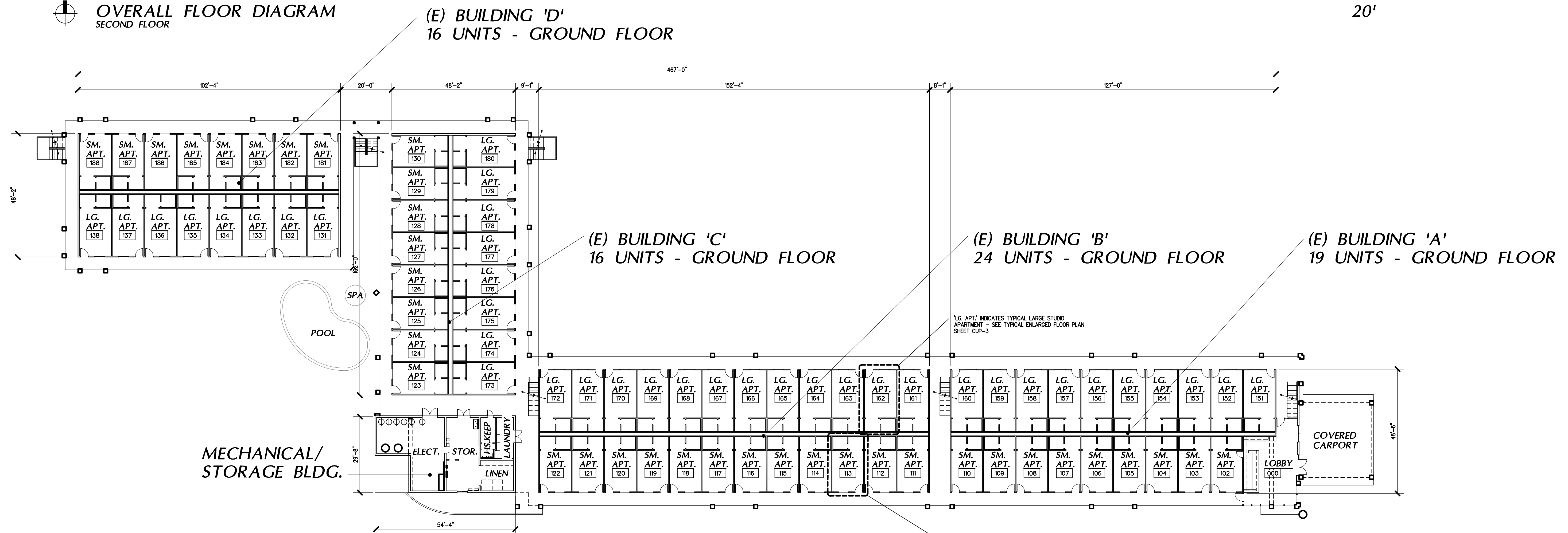


MECHANICAL/
STORAGE BLDG.

COVERED
CARPORT

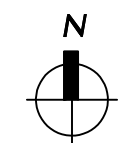


OVERALL FLOOR DIAGRAM
SECOND FLOOR



MECHANICAL/
STORAGE BLDG.

COVERED
CARPORT



OVERALL FLOOR DIAGRAM
GROUND FLOOR

LG. APT. INDICATES TYPICAL LARGE STUDIO
APARTMENT - SEE TYPICAL ENLARGED FLOOR PLAN
SHEET CUP-3

SM. APT. INDICATES TYPICAL SMALL STUDIO
APARTMENT - SEE TYPICAL ENLARGED FLOOR PLAN
SHEET CUP-3

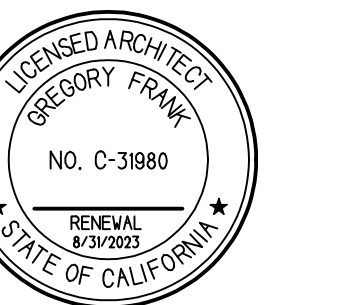


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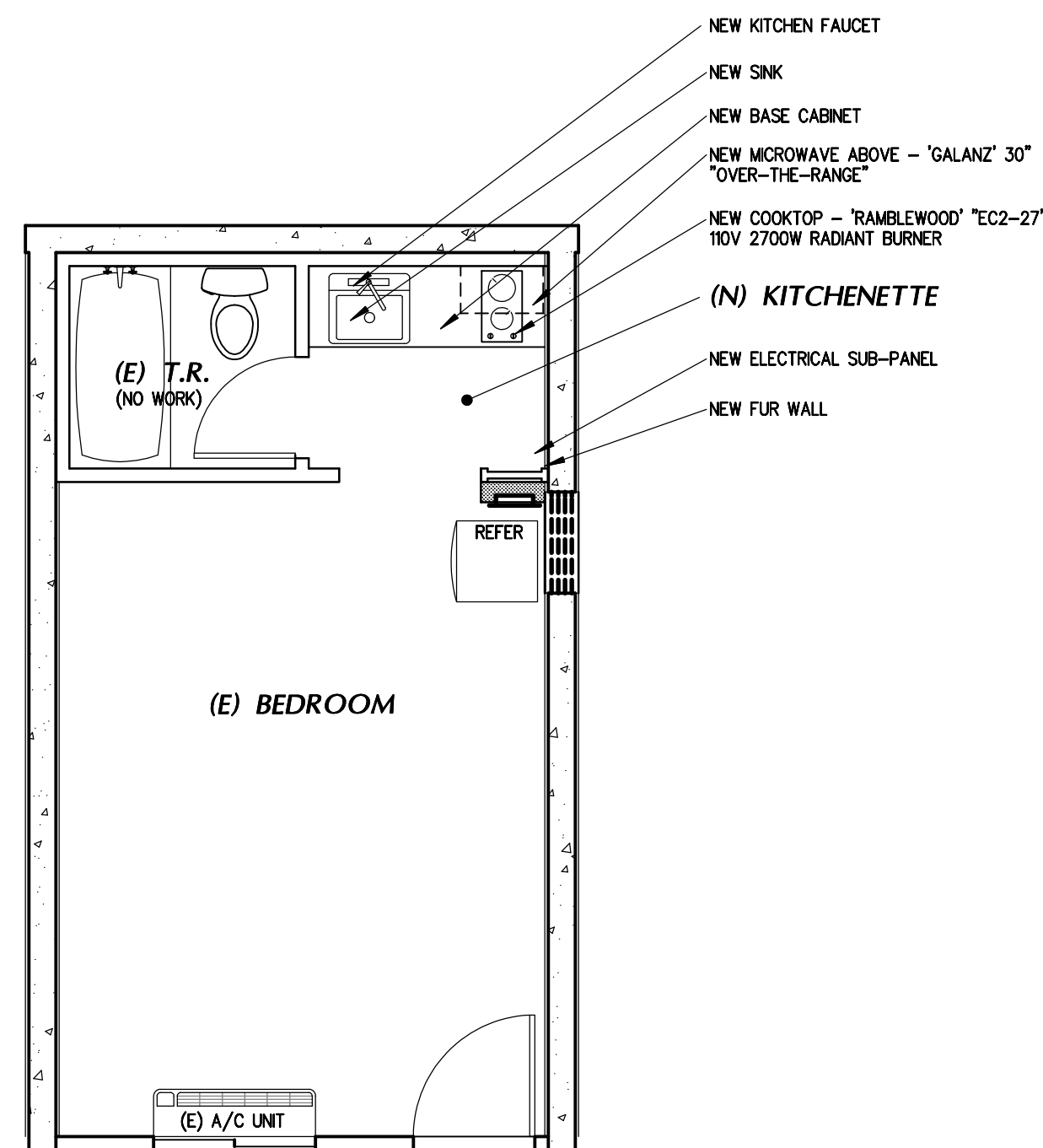
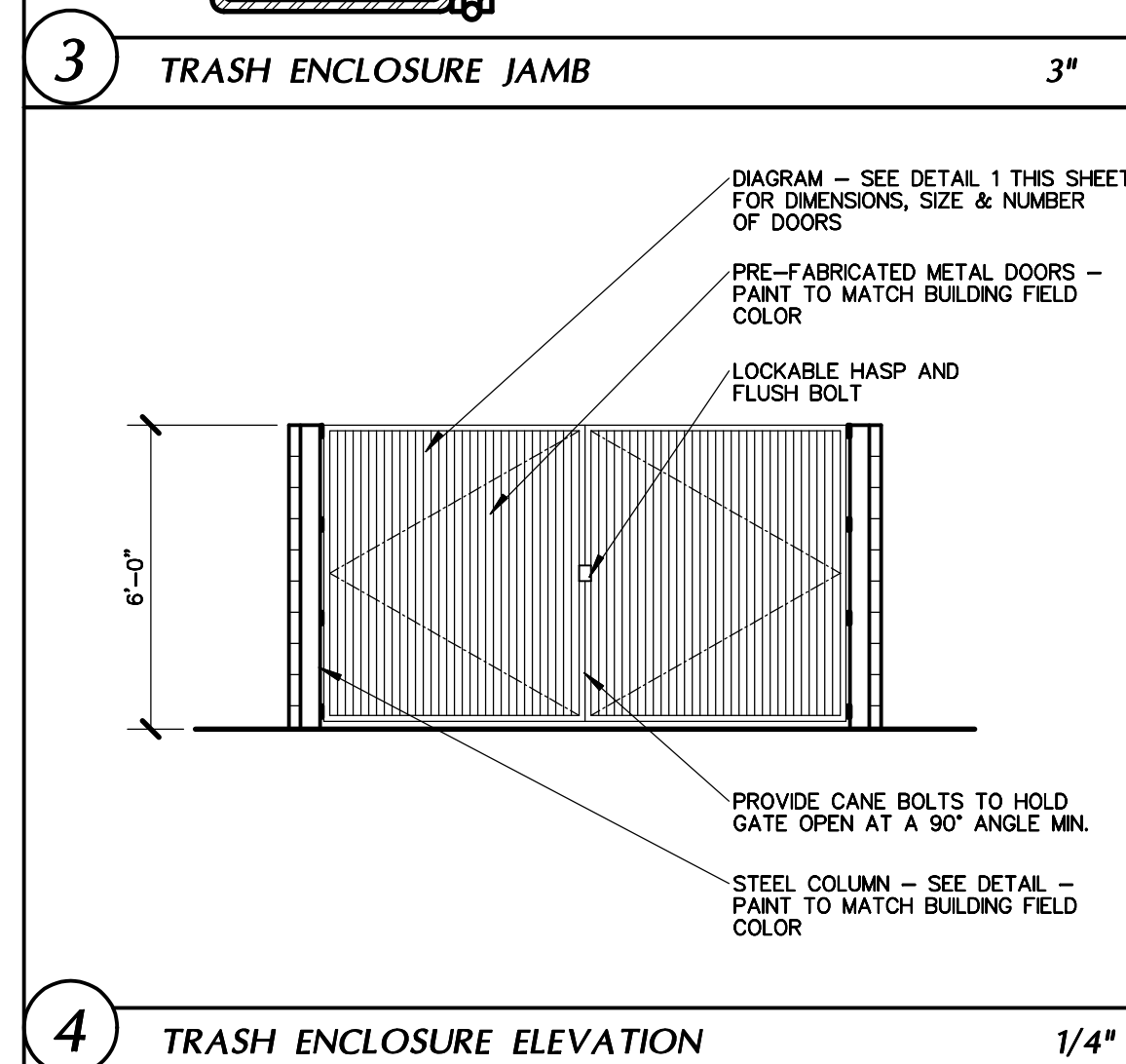
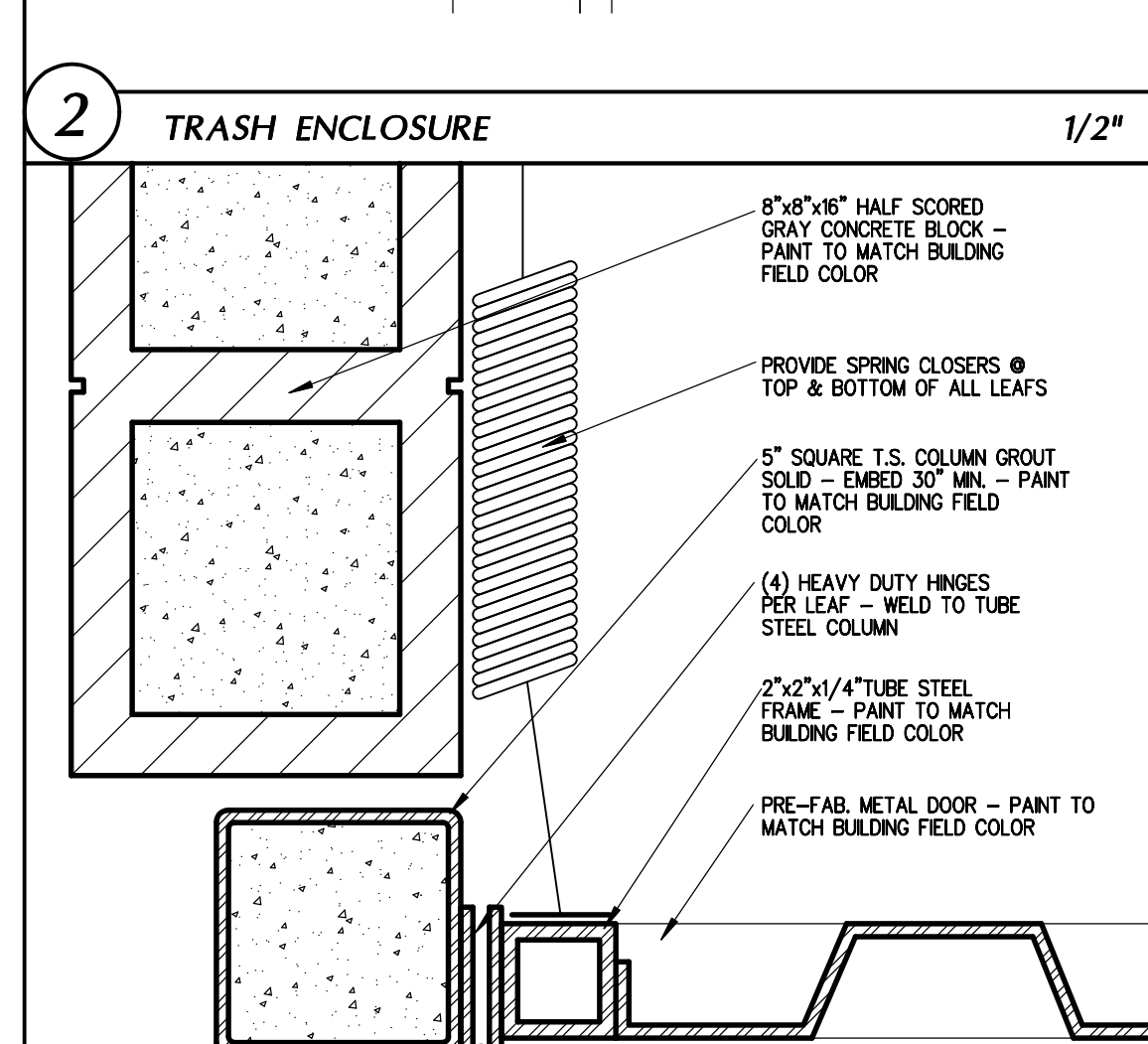
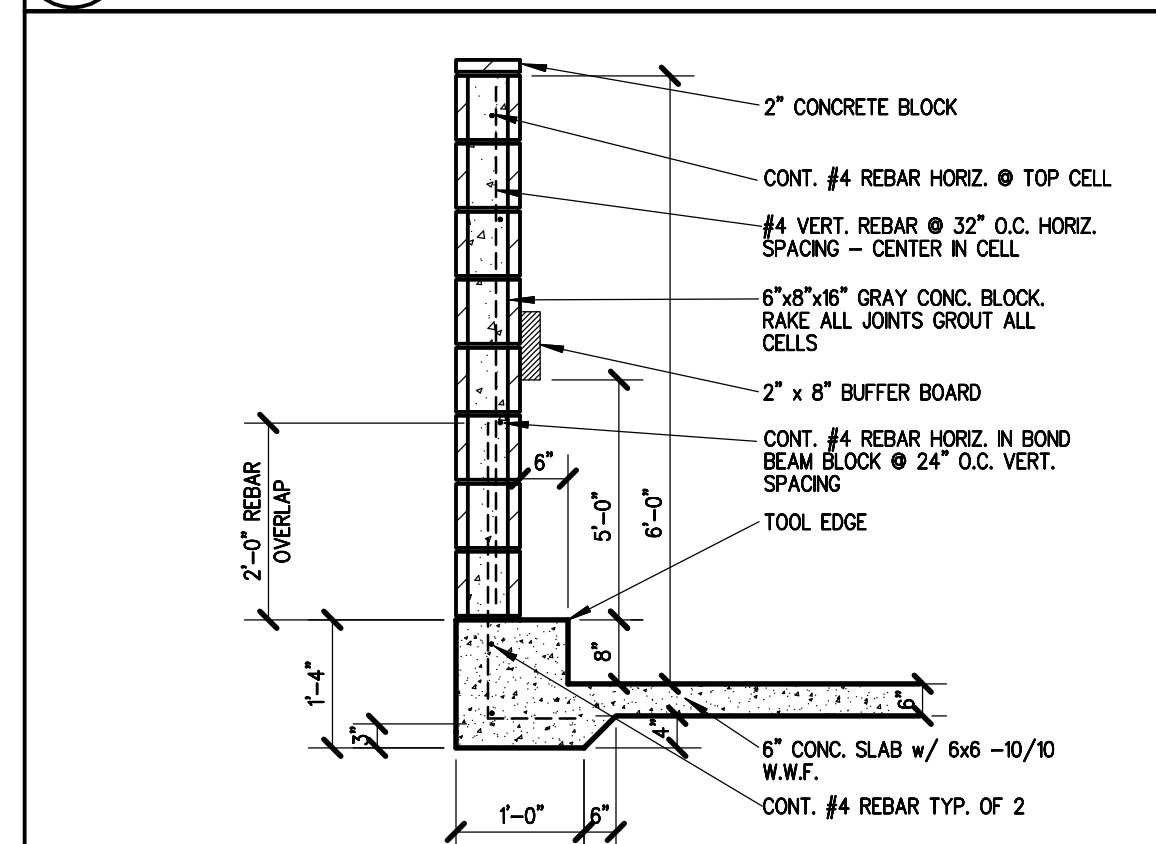
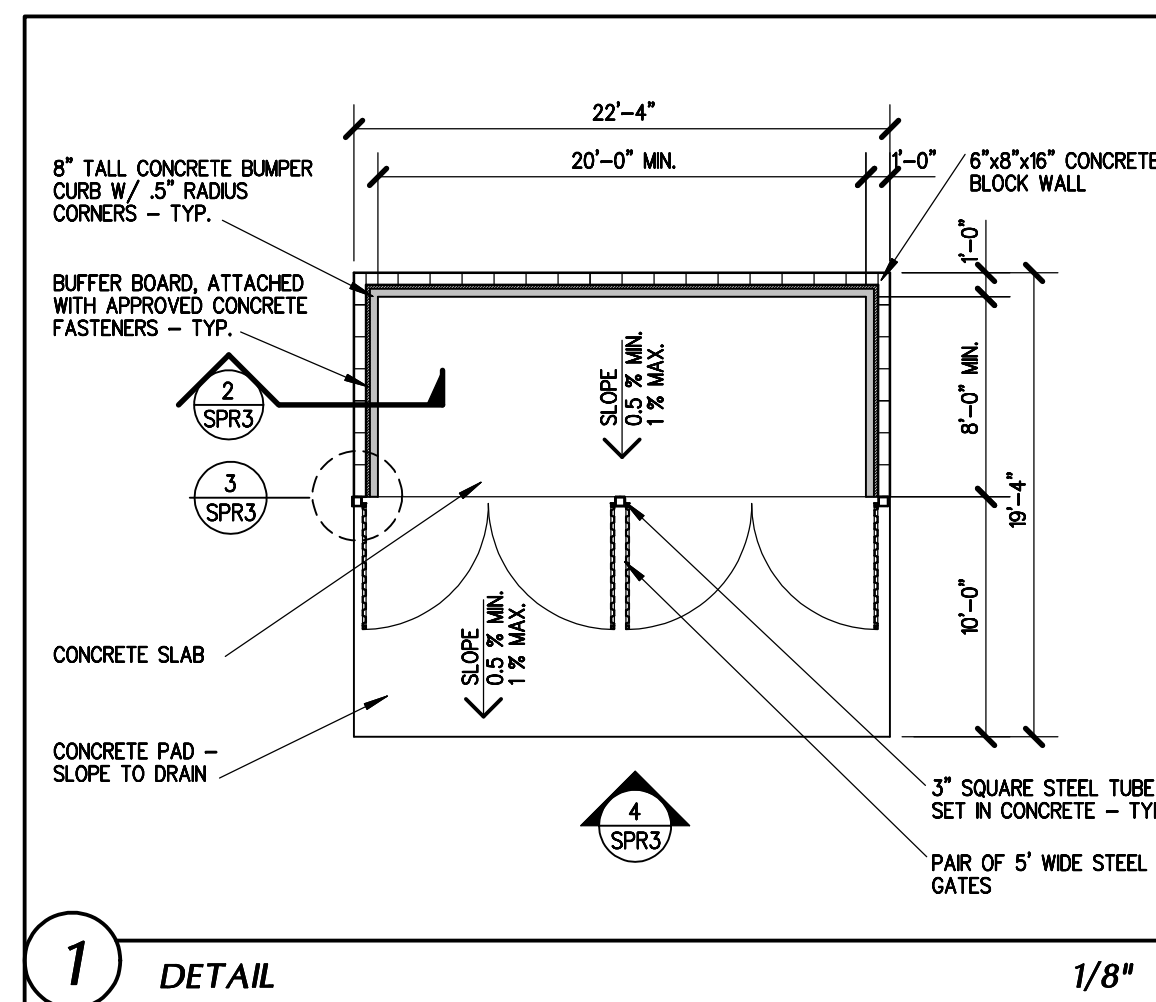
MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

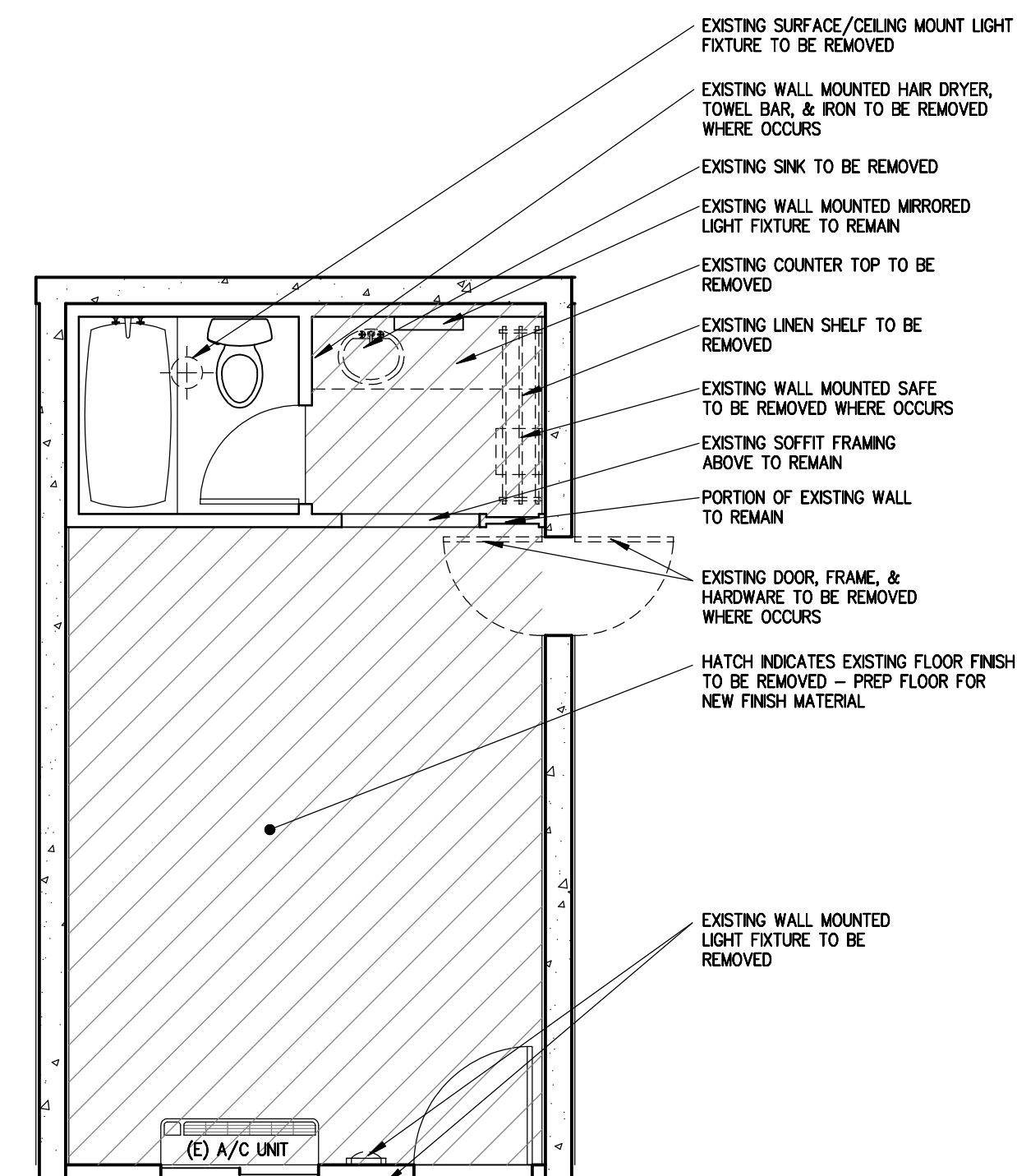
DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL

REVISION	DESCRIPTION

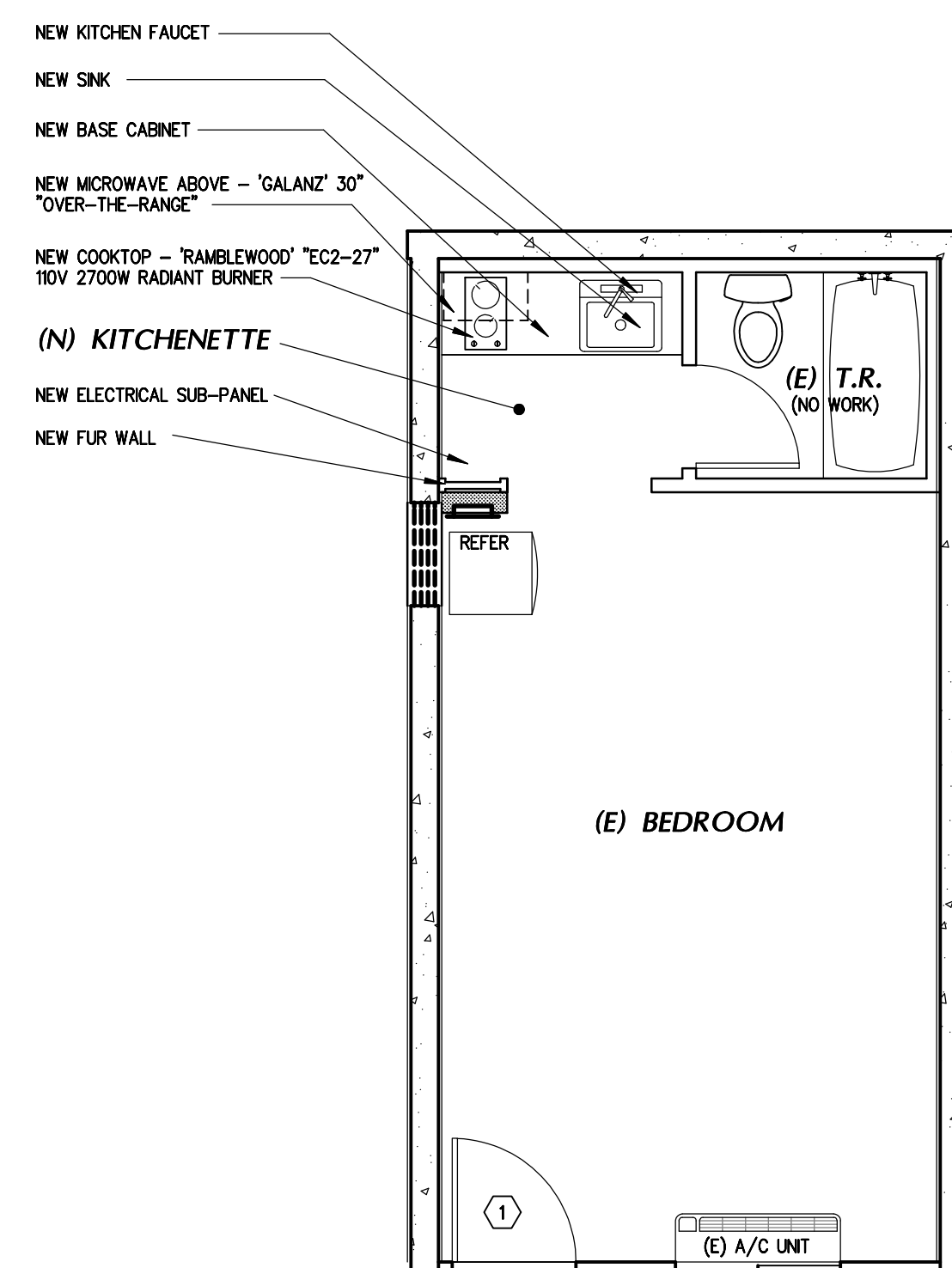
JOB 6754	SPR-2
DP DS	
PM G.F	



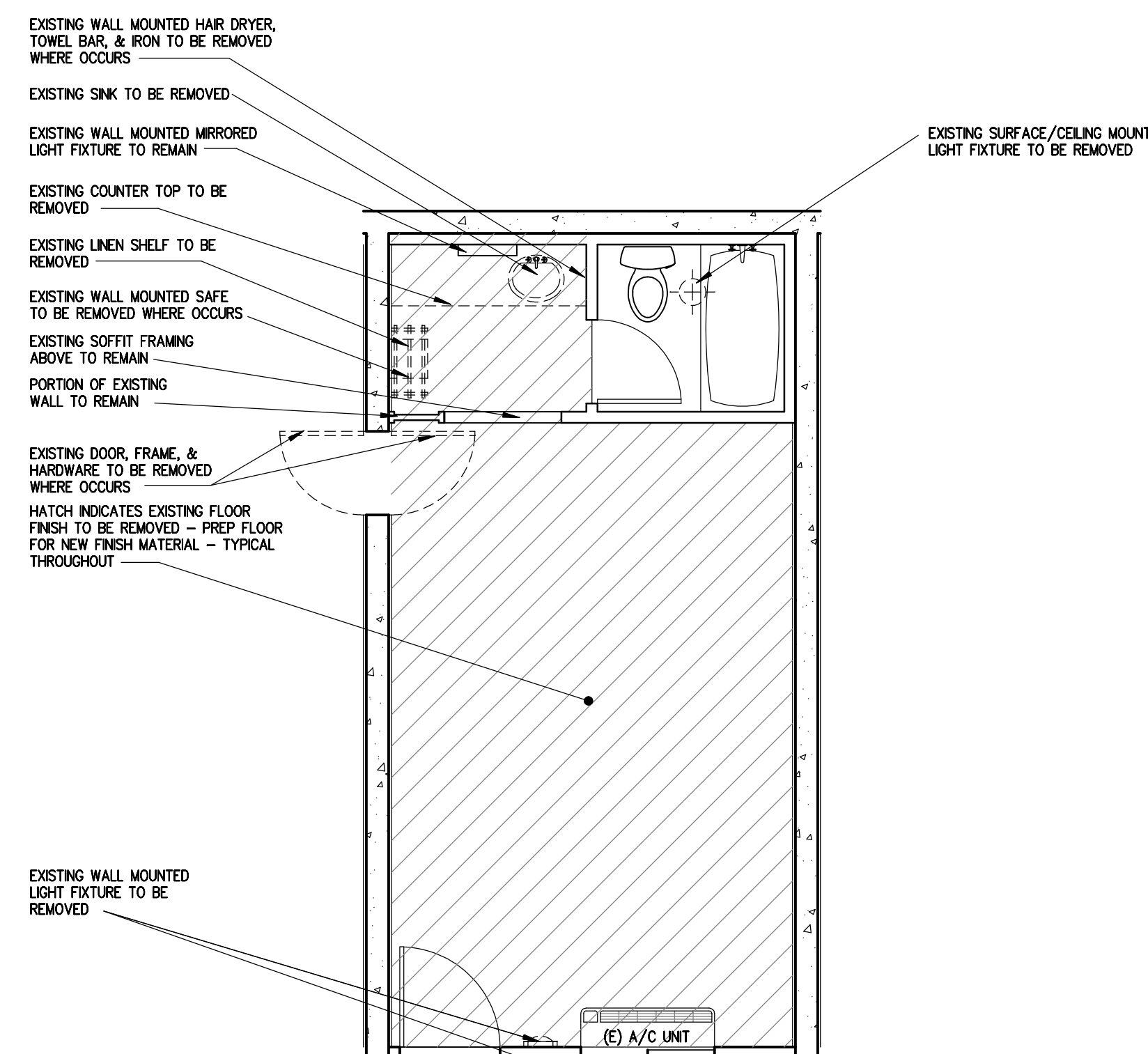
ENLARGED FLOOR PLAN 1/4"
SMALL STUDIO - TYP.



ENLARGED DEMOLITION PLAN 1/4"
SMALL STUDIO - TYP.



ENLARGED FLOOR PLAN 1/4"
LARGE STUDIO - TYP.







ENLARGED DEMOLITION PLAN 1/4"
LARGE STUDIO - TYP.

DEMOLITION NOTES

1. REMOVE ALL WALLS, PARTITIONS, DOORS AND FRAMES AS SHOWN ON DRAWINGS. VERIFY EXACT DIMENSIONS W/ FLOOR PLAN.
2. ALL ITEMS DEEMED SALVAGEABLE BY OWNER WILL EITHER HAVE BEEN INDICATED ON THE DRAWINGS, REMOVED PRIOR TO START OF ALTERATION WORK OR WILL BE ORDERED BY OWNER TO BE STORED BY CONTRACTOR AND REMAIN THE PROPERTY OF THE OWNER.
3. ALL REMOVED ITEMS OR PORTIONS THEREOF AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR WHO SHALL REMOVE THEM FROM THE PREMISES. DO NOT STORE ON PREMISES.
4. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES ASSOCIATED WITH DEMOLITION WORK.
5. CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO MAINTAIN REMAINING UTILITIES IN A SAFE MANNER READY FOR INTEGRATION IN NEW SYSTEM.
6. CAP ALL WASTE AND WATER LINES FLUSH WITH ADJACENT WALL OR FLOOR TO PROVIDE A SMOOTH SURFACE.

WALL LEGEND

	EXISTING CMU BLOCK WALL CONSTRUCTION
	EXISTING PARTITION WALL CONSTRUCTION
	NEW - INFILL TO MATCH EXISTING CONSTRUCTION
	6" LIGHT GAUGE STUD (FUR WALL) w/ 5/8" GYPSUM BOARD OUTSIDE FROM FLOOR TO STRUCTURE ABOVE

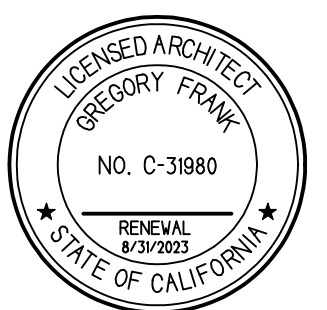


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MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-9-2023	SPR PRE-REVIEW REVISION NO. 1
5-16-2023	SPR PRE-REVIEW REVISION NO. 2
6-14-2023	SPR PRE-REVIEW REVISION NO. 3
1-18-2024	SPR PRE-REVIEW REVISION NO. 4

REVISION	DESCRIPTION

JOB	6754	<i>SPR-3</i>
DP	DS	
PM	GJF	



1 - NORTH



2 - NORTH



3 - EAST

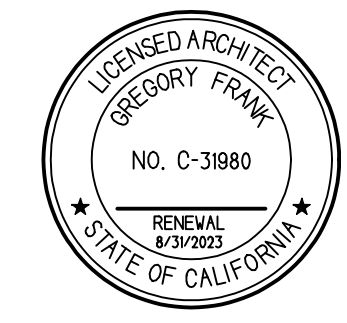
EXTERIOR ELEVATIONS

1/8"



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MICRO-UNIT
APARTMENT
CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-9-2023	SITE PLAN REVIEW BACKCHECK

REVISION	DESCRIPTION

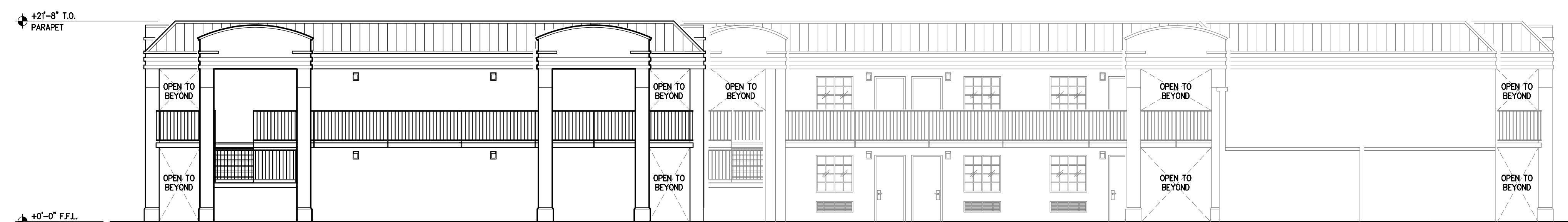
JOB 6754	SPR-4
DP DS	
PM G.F	



7 - SOUTH



5 - SOUTH



6 - WEST

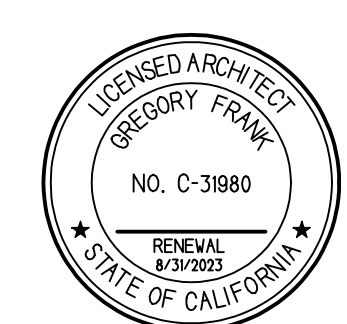
EXTERIOR ELEVATIONS

1/8"



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MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-8-2023	SITE PLAN REVIEW BACKCHECK

REVISION	DESCRIPTION

JOB 6754	SPR-5
DP DS	
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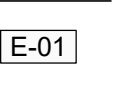



PLANT SCHEDULE CONCEPT

TREES	BOTANICAL / COMMON NAME	CONT	TYPE	WUCOLS	FORM	QTY
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	STANDARD	9
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	EVERGREEN	MODERATE	STANDARD	2
	PISTACIA CHINENSIS CHINESE PISTACHE	24" BOX	DECIDUOUS	LOW	STANDARD	8
	PRUNUS CAROLINIANA 'COMPACTA' COMPACT CAROLINA LAUREL CHERRY	15 GAL	EVERGREEN	LOW	STANDARD	16
	SCHINUS MOLLE CALIFORNIA PEPPER	24" BOX	EVERGREEN	LOW	STANDARD	9
	SCHINUS MOLLE CALIFORNIA PEPPER	EXISTING	EVERGREEN	LOW	STANDARD	11
	SEQUOIA SEMPERVIRENS 'SOQUEL' COAST REDWOOD	24" BOX	EVERGREEN	HIGH	STANDARD	1
	SEQUOIA SEMPERVIRENS 'SOQUEL' COAST REDWOOD	EXISTING	EVERGREEN	HIGH	STANDARD	4
	SYAGRUS ROMANZOFFIANA QUEEN PALM	EXISTING	EVERGREEN	MODERATE	STANDARD	9
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	STANDARD	3

PLANT SCHEDULE CONCEPT

SHRUBS	BOTANICAL / COMMON NAME	CONT	WUCOLS	QTY
	ANIGOZANTHOS X 'BUSH BABY' BUSH BABY KANGAROO PAW	1 GAL	LOW	59
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION BLUE GRAMA	1 GAL	LOW	139
	COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER	1 GAL	MODERATE	82
	DIETES BICOLOR FORTNIGHT LILY	1 GAL	LOW	192
	LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	LOW	80
	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDA HAWTHORN	5 GAL	LOW	338

REFERENCE NOTES SCHEDULE CONCEPT

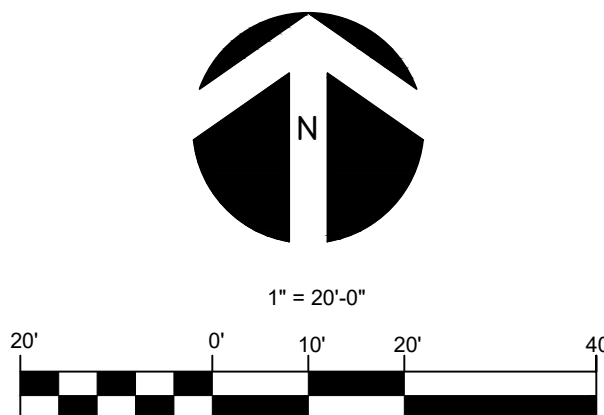
SYMBOL	EXISTING CONDITIONS DESCRIPTION	QTY
	ELECTRICAL AND TELEPHONE POWER POLE (EXISTING)	
	GARBAGE DUMPSTER (EXISTING)	
	ROCK DESCRIPTION	QTY
	3" DEPTH LAYER BARK MULCH COLOR: PRODUCTION MULCH COMMENTS: OR APPROVED EQUAL	16,104 SF

Onsite Shade Tree Calculations									
Botanical/Common	Container Size	Type	WUCOLS	Quantity	Diameter (feet)	Radius (feet)	Area SF per tree	Total SF area per species	
KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	12	28	14	616	7,389	
MAGNOLIA GRANDIFLORA 'LITTLE GEM' / LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	EVERGREEN	MODERATE	2	11	5.5	95	190	
PISTACIA CHINENSIS / CHINESE PISTACHE	24" BOX	DECIDUOUS	LOW	8	42	21	1385	11,084	
PRUNUS CAROLINIANA 'COMPACTA' / COMPACT CAROLINA LAUREL CHERRY	15 GAL	EVERGREEN	LOW	16	11	5.5	95	1,521	
SCHINUS MOLLE / CALIFORNIA PEPPER	24" BOX	EVERGREEN	LOW	9	28	14	616	5,542	
SCHINUS MOLLE / CALIFORNIA PEPPER	EXISTING	EVERGREEN	LOW	11	28	14	616	6,773	
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	24" BOX	EVERGREEN	HIGH	1	21	10.5	346	346	
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	EXISTING	EVERGREEN	HIGH	4	21	10.5	346	1,385	
SYAGRUS ROMANZOFFIANA / QUEEN PALM	EXISTING	EVERGREEN	MODERATE	9	0	0	0	-	
WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	3	0	0	0	-	
Total Parking Lot Trees:					75	Total Tree Shade Square Footage:		34,230	
Number of Evergreen Trees:					55	Parking Lot Square Footage:		82,546	
Number of Deciduous Trees:					20				
Percentage Evergreen Trees:					73%	Tree SF / Parking Lot SF:		41%	
Percentage Deciduous Trees:					27%				
Minimum Evergreen Percentage Required:					30%	Minimum Tree Shade Required:		40%	

Provided Street Frontage Tree Calculations				
Botanical/Common	Container Size	Type	WUCOLS	Quantity
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	EXISTING	EVERGREEN	HIGH	1
SYAGRUS ROMANZOFFIANA / QUEEN PALM	EXISTING	EVERGREEN	MODERATE	2
WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	3
KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	9
Total Street Frontage Trees Provided: 15				
Street Name	Distance (minus the driveway width)	Required Trees (1 Tree per 20LF)		
Mesa Grande Street Frontage:	363 LF - 70 LF = 293 LF	15 Trees		
Mesa Grande Street Frontage:	Required Evergreen %	30%		
		Total Required Evergreen Trees:	15 Trees x 30% = 5 Trees	
		Total Evergreen Trees Provided:	5 Trees (33%)	
		Total Deciduous Trees Provided:	10 Trees (67%)	
		Total Trees Provided:	15 Trees	

MICRO UNIT APARTMENT CONVERSION
Conceptual Landscape Plan

SKARPHOL/FRANK ASSOCIATES
925 17TH STREET
BAKERSFIELD, CA 93301
(661) 334-2741



2700 White Lane LLC
Operating Statement
2700 White Lane
The Blanco

Operations: The Blanco is an apartment complex, a residence for previously homeless; from either shelters, missions, navigation centers, or private-pay tenants. The Blanco is a place for residents to experience or maintain a healthy environment to implement themselves back into society and gain a sense of neighborhood. The Blanco offers a daytime staff person for Programs and Support Services to be a liaison between case management and tenants to ensure the proper plan of care for those in need; resource fairs and outreach for those tenants that would like services:

- job opportunities,
- medical service assistance,
- pet-care, clothing,
- basic necessities for a clean home,
- family care, self-care, and referrals.

The Blanco is a privately funded housing facility. The Blanco is not temporary housing, a shelter, or a rehabilitation center.

Occupancy and Lease Agreement: The Blanco consists of 151 units. Each unit is a studio apartment. The square footage of each unit is between 262 and 292 square feet which includes a private bathroom, a refrigerator, and a microwave. There is a lease requirement of no less than 12 months; some will stay that duration, and all are welcome as permanent tenants following lease guidelines rules, and regulations.

Amenities: Pool, on-site laundry, common kitchen / dining room, food bank indoor recreation area and outdoor recreation area.

Daily Operations: The Blanco has a daytime staff consisting of a property manager at the front desk between 8:00 am-5:00 pm, Monday through Friday, aside from a lunch hour and all major holidays. The manager maintains all maintenance requests, property maintenance/vendors, and all daily operations including

accounts receivable, bank deposits, delinquencies, notices, property inspections, etc. The programs and support services on-site staff maintains the day-to-day services needed for tenants through their case workers; whether they be aging and adult services, domestic violence assistance, medical, Supplemental Security Income, outreach, food bank, and plans of care.

Our Mission: The goal of The Blanco owners and staff is to ensure that all tenants gain a sense of self-reliance while residing on the property. The day-to-day tools and skills provided and offered to the residents are a gateway to permanent housing, reintegrating into society, and being comfortable in their new environment out of homelessness or to just better their living situation.

Outside Services: The Blanco partners with outside organizations to provide tenants in need of services i.e. aging and adult, mental health, Department of Human Services, medical services, food bank, job fairs, voucher assistance programs, plus much more.

2700 White lane LLC

GOOD NEIGHBOR POLICY

Between The Blanco and the community of Bakersfield

The Blanco, located at 2700 White Lane is a for-profit organization providing transitional to permanent housing and programs and support services for previously homeless, near-homeless, or private pay residents in the City of Bakersfield. The Blanco is a place for residents to experience or maintain a healthy environment to implement themselves back into society and gain a sense of neighborhood we strive to continue to partner with outside organizations to provide residents in need of services; the goal of the property owners and staff is to ensure that all residents gain a sense of self while residing on the property. The day-to-day tools and skills provided and offered to the residents are a gateway to permanent housing, reintegrating into society, and being comfortable in their new environment out of homelessness or to just better their living situation.

1. Definitions

Community of Bakersfield - sometimes referred to herein as “community”, consists of residents, businesses, and other community members who live, work, or visit the area.

Immediate neighborhood- residences and businesses roughly within a half-mile radius surrounding The Blanco.

Community Collaboration Partnership- the intentional, regular, and ongoing communication between the community, the City of Bakersfield, including, but not limited to, its Police, Code Enforcement, Development Services, and Fire Departments, the County of Kern and its Departments, other local Emergency Shelters and Homeless Non-Profits, Stakeholders, and The Blanco's staff. The interdependent dialogue between the listed agencies, departments, and community will significantly increase The Blanco's ability to appropriately respond to residents who breach The Blanco's Code of Conduct, set forth below, or are engaged in illegal activity within the immediate neighborhood and/or community.

2. Mutual Goals

All parties in this agreement share common goals, which include:

- a. Maintaining a peaceful, safe, and clean neighborhood and community.
- b. Sharing open and honest communication.
- c. Helping each other address concerns and solve problems.
- d. Offering public service for the benefit of the neighborhood and community. Respecting others and their properties.
- e. Being an active partner that works to help sustain the overall surroundings and economic environment of the immediate neighborhood. In order to accomplish these goals, all parties are united in support of the commitments described below.

3. Safety

Safety and security are essential for residents to live peacefully, free from harm, and for neighborhoods to remain desirable and attractive. In order to promote safety and security for all residents of the immediate neighborhood and community, The Blanco Staff will:

- a. Ensure The Blanco's contact is available even after hours to address community issues as they occur. This will provide connectivity between immediate neighborhood and community members and The Blanco's staff. All calls and resolutions will be documented. The hotline number will be publicized.
- b. Promptly investigate all concerns regarding client behavior expressed by neighbors or community members.
- c. Establish a block watch program in conjunction with the neighbors, the Bakersfield Police Department and other neighboring business and residents.
- d. Prohibit residents from engaging in loitering, alcohol or drug use and pan handling within the immediate neighborhood and community.
- e. Strictly enforce the Code of Conduct/Behavior with all residents.
- f. Contact the Bakersfield Police or Fire Department immediately for all pertinent emergencies.

4. Property

To respect the immediate neighborhood and maintain the property at the highest possible values The Blanco staff will:

- a. Maintain the building and grounds in good condition at all times.
- b. Keep the building, property, and landscaping, neat and free from trash and debris at all times.
- c. Maintain an unobtrusive, well-lit and secure facility and grounds.

5. Code of Conduct

Conduct that is respectful of others contributes to the peaceful enjoyment of life in the community. Individuals have the freedom to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. The Code of Conduct ("Code"), set forth below, will be displayed and provided to the immediate neighborhood.

It is understood that enforcement of the Code will be a collaborative effort between the Community Collaboration Partnership and The Blanco, especially when violations of the Code occur offsite, in the immediate neighborhood and/or community.

The Blanco staff are responsible for informing all of its residents of the Code. Violations of the Code will result in consequences ranging from written warnings to termination of lease agreement.

- a. Residents shall enter into a agreement ("lease agreement") committing to adhere to this Code as

they transition into permanent housing.

- b. Residents will adhere to program rules that encourage respect for others and prescribe lawful behavior for program clients.
- c. Residents shall not engage in illegal behaviors in the immediate neighborhood or community. Engagement in illegal behaviors in the immediate neighborhood or community will result in consequences ranging from written warnings to termination of lease agreement.
- d. Residents shall not engage in loitering, aggressive panhandling or camping in the immediate neighborhood or community.
- e. Residents shall not illegally park vehicles of any type, including bicycles, in the immediate neighborhood or community.
- f. Residents shall not litter in and around The Blanco.
- g. Residents who violate the Code or lease agreement shall receive the appropriate consequences set forth in the lease agreement.

6. Communication

It is important to develop and maintain good communication and a positive relationship between The Blanco and the immediate neighborhood and community. To promote communication between The Blanco, the immediate neighborhood, and the community, The Blanco staff will:

- a. Meet with neighbors quarterly, on a regularly scheduled basis to review The Blanco resolution process set forth below, programs, outcomes, policies, procedures, progress reports, and written responses regarding the resolution of repeated issues, problems, or patterns of behavior that cause the immediate neighborhood or community. The regularly scheduled meeting time, day of the week, and week of the month will be posted on The Blanco's website and The Blanco will provide an email list service that will send out meeting reminders to all interested neighbors.
- b. Respond promptly to all concerns expressed by neighbors and community members in the following manner:
 - Provide neighbors with a contact person from The Blanco for communication.
 - Upon notification of a concern, The Blanco staff will first determine if the concern is an emergency (defined as a grave or imminent threat to the health or safety of any person), in which case, law enforcement or rescue services will be contacted as appropriate, as well as The Blanco manager oncall;
 - Staff will then notify the concerned community member of the initial plan for response and a suggested time frame for follow-up;
 - If The Blanco staff determines the concern is not an emergency, the staff will contact The Blanco manager within twenty-four (24) hours to discuss the concern;
 - The Blanco manager will review the issue, interview all persons involved, and gather additional information as needed to develop a plan to resolve the concern within five business days;

- The Blanco manager will then follow-up with the concerned community member and involved parties as necessary within five business days (sooner if possible), and advise all parties of the resolution plan and/or status of the investigation to resolve the issue, within the boundaries of confidentiality.
- c. Meet regularly with Community Collaboration Partners to review reports, issues and policies.
 - d. Document all complaints and concerns, including responses to problems and outcomes to responses, and provide a summary report to the neighbors, in aggregate data; and
 - e. Notify the neighbors of major changes proposed to the program or facility, and seek advice with regard to implementation.



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/22)

Date _____, _____ ("Tenant")
and _____ Rental Property Owner, Authorized Broker
or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: _____ ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ _____) days without Landlord's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____
_____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent control ordinance _____.

2. **TERM:** The term begins on (date) _____ ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☐ B. **Lease:** This Agreement shall terminate on (date) _____ at _____ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay \$ _____ per month for the term of the Agreement.

B. Rent is payable in advance on the **1st** (or ☐ _____) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____
or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) _____
(whose phone number is) _____ at (address) _____
(or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

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RLMM REVISED 12/22 (PAGE 1 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 1 OF 9)

Melinda Clemmer, Broker, 13061 Rosedale Hwy Suite G-164 Bakersfield CA 93314
Melinda Clemmer

Phone: 661-330-2253 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



New 2023

Premises: _____ Date: _____

- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other _____					
Other _____					
Total					

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or ☐) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☐ A. Parking is permitted as follows: _____

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows: _____
The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____
except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- ☐ B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or ☐) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

RLMM REVISED 12/22 (PAGE 2 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)



Premises: _____ Date: _____

- ☐ C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or ☐ _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☐ D. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Housing Provider ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☐ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Housing Provider ☐ Tenant shall maintain _____
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

RLMM REVISED 12/22 (PAGE 3 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 3 OF 9)

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New 2023



Premises:

Date:

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐)::

<input type="checkbox"/> key(s) to Premises,	<input type="checkbox"/> remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> key(s) to mailbox,	<input type="checkbox"/> _____,
<input type="checkbox"/> key(s) to common area(s),	<input type="checkbox"/> _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

- (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
- (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
- (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or ☐) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

RLMM REVISED 12/22 (PAGE 4 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 4 OF 9)



Premises: _____

Date: _____

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) _____

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C. ☒ Tenant shall obtain liability insurance, in an amount not less than \$_____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: _____

Tenant: _____

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

RLMM REVISED 12/22 (PAGE 5 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 5 OF 9)

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New 2023



Premises: _____

Date: _____

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

- A.** Consistent with **paragraphs B and C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

- A.** ☒ **MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B.** ☐ **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.
- C. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
- (1) ☐ Housing Provider has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Housing Provider by the pest control company.
- (2) ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.
- D.** ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Housing Provider has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- E. BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- F. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- G.** ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- H.** ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Housing Provider) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- I. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- J.** ☐ **DEATH ON THE PREMISES:** An occupant of the Premises died on the Premises in the last three years. (Note to Housing Provider: the manner of death may be a material fact to the tenant, and should be disclosed in **38K**, except for death by HIV/AIDS.)
- K.** ☐ **OTHER MATERIAL FACTS:** _____

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

RLMM REVISED 12/22 (PAGE 6 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9)



41. AGENCY:**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:**Housing Provider's Brokerage Firm** _____ License Number _____Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent _____ License Number _____

Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).**Tenant's Brokerage Firm** _____ License Number _____Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider. (Dual Agent).

Tenant's Agent _____ License Number _____

Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).**B. DISCLOSURE:** ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.**C. TERMINATION OF AGENCY RELATIONSHIP:**

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).**42. ☐ TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.**44. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).**45. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.**46. OTHER TERMS AND CONDITIONS:** If checked, the following ATTACHED documents are incorporated in this Agreement:☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Landlord in Default Addendum (C.A.R. Form LID);☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood HazardDisclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)☒ Other Documents/Addenda: Code of Conduct Policy☐ Other Terms: _____**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).**48. ☐ INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).**49. The Premises is being managed by Owner, (or, if checked):**☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section☐ Property Management firm immediately below

Real Estate Broker (Property Manager) _____ DRE Lic # _____

(Agent) _____ DRE Lic # _____

Address _____ Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.



Premises: _____ Date: _____

50. Tenant agrees to rent the Premises on the above terms and conditions.

- A. ☐ ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State CA Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

- ☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

- A. ☐ ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



REAL ESTATE BROKERS:

- A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.
- B.** Agency relationships are confirmed in **paragraph 41**.
- C. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 9 OF 9)

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New 2023



BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)

(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____

in which _____ is referred to as ("Tenant")
and _____ is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. **Bed bugs can survive for months without feeding.**
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Melinda Clemmer, Broker, 13061 Rosedale Hwy Suite G-164 Bakersfield CA 93314
Melinda Clemmer

Phone: 661-330-2253 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New 2023



TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
 - B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
 - C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
 - D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Tenant _____

Landlord _____

Tenant _____

Landlord _____

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)

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Melinda Clemmer

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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



New 2023



RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as _____ in which _____ is referred to as "Tenant" and _____ is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
 - A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

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Melinda Clemmer

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New 2023

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Landlord _____ Date _____

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Landlord _____	Date _____
Seller/Landlord _____	Date _____

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FHDA REVISED 6/22 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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New 2023

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.



2700 White lane LLC

CODE OF CONDUCT POLICY

Conduct that is respectful of others contributes to the peaceful enjoyment of life in the community. Individuals have the freedom to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. The Code of Conduct ("Code"), set forth below, will be displayed and provided to the immediate neighborhood.

It is understood that enforcement of the Code will be a collaborative effort between the Community Collaboration Partnership and The Blanco, especially when violations of the Code occur offsite, in the immediate neighborhood and/or community.

The Blanco staff are responsible for informing all of its residents of the Code. Violations of the Code will result in consequences ranging from written warnings to termination of lease agreement.

- a. Residents shall enter into a agreement ("lease agreement") committing to adhere to this Code as they transition into permanent housing.
- b. Residents will adhere to program rules that encourage respect for others and prescribe lawful behavior for program clients.
- c. Residents shall not engage in illegal behaviors in the immediate neighborhood or community. Engagement in illegal behaviors in the immediate neighborhood or community will result in consequences ranging from written warnings to termination of lease agreement.
- d. Residents shall not engage in loitering, aggressive panhandling or camping in the immediate neighborhood or community.
- e. Residents shall not illegally park vehicles of any type, including bicycles, in the immediate neighborhood or community.
- f. Residents shall not litter in and around The Blanco.
- g. Residents who violate the Code or lease agreement shall receive the appropriate consequences set forth in the lease agreement.

RESOLUTION NO. _____

**RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION APPROVING A
CONDITIONAL USE PERMIT TO ALLOW CONVERSION OF AN EXISTING 151-
ROOM HOTEL INTO A MULTI-FAMILY DWELLING COMPLEX IN A C-2
(REGIONAL COMMERCIAL) ZONE DISTRICT, LOCATED AT 2700 WHITE LANE.
(CUP 23-0642)**

WHEREAS, Skarpol/Frank Associates filed an application with the City of Bakersfield Development Services Department for a conditional use permit to allow the conversion of an existing 151-room hotel into a multi-family dwelling complex (B.M.C. 17.24.040.A.3.) in a C-2 (Regional Commercial) zone district, located at 2700 White Lane (the "Project"); and

WHEREAS, the Secretary of the Planning Commission set Thursday, February 29, 2024, at 5:30 p.m. in City Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed conditional use permit, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, at the public hearing (no testimony was received either in support or opposition of the Project) (testimony was received only in support/opposition/both in support and opposition of the Project); and

WHEREAS, the laws and regulations relating to the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the above described project is exempt from the requirements of CEQA in accordance with Section 15332; and

WHEREAS, the City of Bakersfield Development Services Department (1715 Chester Avenue, Bakersfield, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, the facts presented in the staff report and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and published in *The Bakersfield Californian*, a local newspaper of general circulation, 10 days prior to the hearing.
2. The provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project that is exempt from CEQA pursuant to Section 15332 because the project infill development project and 15301 because the project is an existing facility.

3. The proposed use is essential and desirable to the public convenience and welfare.
4. The proposed use is in harmony with the various elements and objectives of the Metropolitan Bakersfield General Plan.
5. The project would result in a development that is consistent with the intent of both the Metropolitan Bakersfield General Plan and the Bakersfield Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Bakersfield Planning Commission as follows:

1. The above recitals, incorporated herein, are true and correct.
2. This project is exempt from the requirements of CEQA.
3. Conditional Use Permit No. 23-0642 as described in this resolution, is hereby approved subject to the conditions of approval in Exhibit A and as shown in Exhibits B and C.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a (special meeting held on the 29th day of February 2024, on a motion by Commissioner _____, seconded by Commissioner _____ the following vote:

AYES:

NOES:

RECUSE:

ABSTAIN:

ABSENT:

APPROVED

ZACHARY BASHIRTASH, CHAIR
City of Bakersfield Planning Commission

Exhibits: A. Conditions of Approval
 B. Location Map
 C. Site Plan
 D. Good Neighbor Policy
 E. Lease Agreement

EXHIBIT A

CONDITIONS OF APPROVAL Conditional Use Permit No. 23-0642

I. The applicant's rights granted by this approval are subject to the following provisions:

- The project shall be in accordance with all approved plans, conditions of approval, and other required permits and approvals. All construction shall comply with applicable building codes.
- All conditions imposed shall be diligently complied with at all times and all construction authorized or required shall be diligently prosecuted to completion before the premises shall be used for the purposes applied for under this approval.
- This approval will not be effective until ten (10) days after the date upon which it is granted by the Planning Commission to allow for appeal to the City Council. Any permit or license for any approval granted shall not be issued until that effective date.
- This approval shall automatically be null and void two (2) years after the effective date unless the applicant or successor has actually commenced the rights granted, or if the rights granted are discontinued for a continuous period of one (1) year or more. This time can be extended for up to one (1) additional year by the approving body.
- The Planning Commission may initiate revocation of the rights granted if there is good cause, including but not limited to, failure to comply with conditions of approval, complete construction or exercise the rights granted, or violation by the owner or tenant of any provision of the Bakersfield Municipal Code pertaining to the premises for which the approval was granted. The Planning Commission may also consider adding or modifying conditions to ensure the use complies with the intent of City ordinances.
- Unless otherwise conditioned, this approval runs with the land and may continue under successive owners provided all the above-mentioned provisions are satisfied.

II. The following conditions shall be satisfied as part of the approval of this project:

1. In consideration by the City of Bakersfield for land use entitlements, including but not limited to related environmental approvals related to or arising from this project, the applicant, and/or property owner and/or subdivider ("Applicant" herein) agrees to indemnify, defend, and hold harmless the City of Bakersfield, its officers, agents, employees, departments, commissioners and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions whether imposed by the City, or not, except for CITY's sole active negligence or willful misconduct.

This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

2. This conditional use permit allows for the conversion of an existing hotel into multi-family housing in the C-2 (Regional Commercial Zone) district located at 2700 White Lane depicted on Resolution Exhibits B and C.
3. Prior to commencement of operations as allowed by this conditional use permit, the project proponent shall:
 - a. Contact the City of Bakersfield Development Services Department/Building Division for any necessary inspections and /or permits.
 - b. Contact the City of Bakersfield Fire Department/Prevention Services for any necessary inspections and/or permits.
4. The project proponent shall continuously comply with the Good Neighbor Policy (Resolution Exhibit D) which includes but not limited to the following:
 - a. Contact information for onsite management shall be visibly posted at each vehicle entry point (reference Policy 3.a and 6.b).
 - b. All concerns regarding client behavior expressed by neighbors and community members shall be investigated and onsite management shall respond to the reporting party within five business days of notification. All concerns shall be documented, retained for a period of one-year, and provided to City staff upon request (reference Policy 3.a, 3.b, and 6.b).
 - c. Within 90-days of this approval, the project proponent shall establish and maintain a block watch program in conjunction with the Bakersfield Police Department, the residential neighbors, and surrounding businesses. Meetings shall occur quarterly, and sufficient notification of meeting date, time, and location shall be provided (reference Policy 3.c and 6.a).
 - d. Residents and guests shall be prohibited from engaging in alcohol, drug use, loitering, and panhandling within the surrounding area (reference Policy 3.d).
 - e. Any graffiti painted or marked upon the premises shall be removed or painted over within 72 hours after discovery (reference Policy 4.a).
 - f. The premises and its structures shall be maintained free of junk, trash, and debris (reference Policy 4.b).
 - g. The premises shall be maintained in an unobtrusive, well-lit, and secure manner. Any damage that results in the opposite shall be replaced or repaired within seven business days consistent with the standards of the premises (reference Policy 4.c).
 - h. Residents shall enter into a lease agreement (Resolution Exhibit E) committing to adhere to the Code of Conduct as listed in the Good Neighbor Policy. Failure to comply will result in escalating consequences from written warnings to termination of lease agreement (reference Policy 3.e and 5).
5. A property manager shall be onsite between the hours of 8:00 am-5:00 pm, Monday through Friday.

III. The following are specific items that you need to resolve before you can obtain a building permit or be allowed occupancy. These items include conditions and/or mitigation required by previous site entitlement approvals (these will be specifically noted), changes or additions that need to be shown on the final building plans, alert you to specific fees, and other conditions for your project to satisfy the City's development standards.

The items listed below will usually need to be shown on the final building plans or completed before a building permit is issued.

**A. DEVELOPMENT SERVICES - BUILDING (1715 Chester Avenue)
(661-326-3607 or DEVBld@bakersfieldcity.us)**

- 1. Prior to the issuance of building permits, impact fees shall be paid.**
- 2. Prior to the issuance of building permits, submit plans for review and approval prior to obtaining all required permits for construction of the project; building permits are required for all construction on site**
- 3. Prior to Certificate of Occupancy, all active code violation cases shall be closed.**
- 4. Prior to the issuance of building permits, the project proponent shall obtain all required approvals from the Kern County Environmental Health Services Department (2700 "M" Street, Bakersfield, CA., 93301; PH 661-862-8700) for any food handling services (i.e. food bank).**

**B. DEVELOPMENT SERVICES - PLANNING (1715 Chester Avenue)
(Staff contact – Louis Ramirez; 661-326-3023 or LRamirez@bakersfieldcity.us)**

- 1. Prior to the issuance of building permits, a lot line adjustment (LLA) application relocating property lines shall be submitted to the Planning Division. Recordation of the LLA shall occur before final occupancy can be granted.**
- 2. Prior to receiving final building or site occupancy, contact Development Services/Planning Division at 661-326-3023 for final inspection and approval of the landscaping, parking lot, lighting and other related site improvements. Inspections will not be conducted until all required items have been installed. Any deviations from the approved plans without prior approval from the Planning Division may result in reconstruction and delays in obtaining a building or site occupancy.**

**C. FIRE DEPARTMENT (2101 H Street)
(Staff contact – Ernie Medina; 661-326-3682 or EMedina@bakersfieldcity.us)**

- 1. Prior to the issuance of building permits, the project must comply with the current California Fire Code and current City of Bakersfield Municipal Code.**
- 2. Prior to the issuance of building permits, fire apparatus access roads or a water supply for the fire protection are required to be installed; such protection shall be installed and made serviceable prior to and during the time of construction.**
- 3. Prior to submitting for the first building permit, fire sprinkler and fire alarm modifications shall be noted on the final plan. Applicable codes shall be noted on the plan cover sheet.**

D. WATER RESOURCES (1000 Buena Vista Road)**(Staff contact – Tylor Hester; 661-326-3715 or THester@bakersfieldcity.us)**

1. **Prior to the issuance of building permits**, the developer shall submit two (2) sets of utility plans signed by a California Registered Civil Engineer to the Water Resources Department showing all offsite and onsite improvements, including connections to the existing water main and underground fire waterlines and related apparatuses. Include any nearby on or off-site hydrants on the plans. Plans shall be submitted along with applicable plan check fees and any other associated fees per the current fee schedule. Plans shall comply with current City Standards and Specifications, California Fire Code, and City of Bakersfield Municipal Code. City Standards and Specifications and the current Fee Schedule are available for download from the City's website at www.bakersfieldcity.us/379/water_resources.

E. PUBLIC WORKS - ENGINEERING AND TRAFFIC (1501 Truxtun Avenue)**(Staff contact – Susanna Kormendi; 661-326-3997 or SKormendi@bakersfieldcity.us)**

1. **Prior to the issuance of building permits**, the developer shall form a new Maintenance District. If already within a maintenance district, may need to update the maintenance district form. Undeveloped parcels within an existing Maintenance District are required to update Maintenance District documents. Updated documents, including Proposition 218 Ballot and Covenant, shall be signed and notarized. If there are questions, contact Public Works at 661-326-3571.
2. **Prior to the issuance of building permits**, a grading plan must be approved by **both** the Public Works Department and the Building Division.
3. **Prior to the issuance of each building permit, or if no building permit is required, the first required City approval prior to construction**, the developer/owner shall pay a Transportation Impact Fee (TIF) for regional facilities. This fee will be based on the rate in effect at the time the applicable approval is issued or in accordance with the Subdivision Map Act, as applicable. The Public Works Department will calculate an estimate of the total fee upon submittal of construction plans for the project.
4. **Prior to issuance of a building permit**, the developer shall show existing/new connection(s) to the public sewer system.
5. **At the time of building permit issuance**, the developer shall pay a sewer connection fee. The fee will be based on the rate that is in effect at the time a building permit is issued.
6. **Prior to issuance of building permits**, the driveway to White Lane shall be removed and replaced with a sidewalk. An encroachment permit must be obtained from Caltrans for the demolition and sidewalk replacement work within Caltrans right-of-way.
7. **Prior to submitting for the first building permit**, contact the Parks Department at (661) 326-3268 to find out what improvements may be required in the median island on White Lane along the frontage of the development. Any Improvements or repairs required shall be shown on the grading plan.
8. **Prior to submitting for the first building permit**, contact the Public Works Department at (661) 326-3584 regarding the installation of one (1) streetlight along Los Carneros Place. The developer shall be responsible for providing the labor and materials necessary to energize all newly installed streetlights before occupancy of the building or site.

9. **Prior to submitting for the first building permit**, contact the Public Works Department/Subdivisions at 661-326-3576 regarding the requirement for onsite retention of all storm water generated on the project site, including the street frontage.
10. **Prior to issuance of building permits**, the developer shall show any proposed perimeter fence or wall being placed outside of existing public road right of way or future ultimate public right of way.
11. **Prior to any work done within the public right-of-way (streets, alleys, easements)**, a street permit from the Public Works Department shall be obtained. Please include a copy of this site plan review decision to the department at the time you apply for this permit.

F. PUBLIC WORKS – ENGINEERING (1501 Truxtun Avenue)
(Staff Contact – Adrian Castro; 661-326-3579 or ACastro@bakersfieldcity.us)

1. **Prior to the City's approval of any construction plans associated with any development project, subdivision, or minor land division within the site plan review area**, the developer must submit a sewer study for review and approval by the City Engineer. The sewer study shall demonstrate that appropriate sewer service will be provided to the entirety of the site plan review area. The developer will be responsible for the initial extension of the sewer line to serve the site plan review area. This sewer line may be sized to serve a much larger area than the project area as directed by the City Engineer. The developer may also form a planned sewer area to provide a mechanism for the reimbursement of oversizing costs to the developer.

G. PUBLIC WORKS - SOLID WASTE (4101 Truxtun Avenue)
(Staff Contact – Niarobi Fletcher; 661-326-3134 or NFletcher@bakersfieldcity.us)

1. **Prior to issuance of a building permit**, contact the Public Works Department/Solid Waste at (661) 326-3114 regarding the requirement to provide five (5) 8'x20" enclosure details and specifications on the final plans. Each enclosure must be individually numbered for service identification purposes.

ACKNOWLEDGEMENT BY PROJECT APPLICANT:

I agree to the project's conditions of approval and acknowledge that failure to comply with any and all conditions shall constitute grounds for potential revocation of the permit approval.

Signature

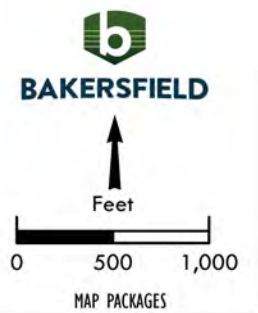
Date

Print Name

CUP 23-0642
EXHIBIT B
CITY OF BAKERSFIELD



AERIAL



CUP 23-0642 EXHIBIT B

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

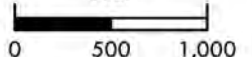
- R-1 One Family Dwelling
6,000 sq.ft. min lot size
- R-1-4.5 One Family Dwelling
4,500 sq.ft. min lot size
- R-3 Estate
10,000 sq.ft. min lot size
- R-S Residential Suburban
24,000 sq.ft./dwelling unit
- R-S() Residential Suburban
1, 2.5, 5 or 10 min lot size
- R-2 Limited Multiple Family Dwelling
4,500 sq.ft. min lot size (single family)
6,000 sq.ft. min lot size (multifamily)
2,500 sq.ft. lot area/dwelling unit
- R-3 Multiple Family Dwelling
6,000 sq.ft. min lot size
1,250 sq.ft. lot area/dwelling unit
- R-4 High Density Multiple Family Dwelling
6,000 sq.ft. min lot size
600 sq.ft. lot area/dwelling unit
- R-H Residential Holding
20 acre min lot size
- A Agriculture
6,000 sq.ft. min lot size
- A-20A Agriculture
20 acre min lot size
- PUD Planned Unit Development
- TT Travel Trailer Park
- MH Mobilehome
- C-O Professional and Administrative Office
- C-1 Neighborhood Commercial
- C-2 Regional Commercial
- C-C Commercial Center
- C-B Central Business
- PCD Planned Commercial Development
- M-1 Light Manufacturing
- M-2 General Manufacturing
- M-3 Heavy Industrial
- P Automobile Parking
- RE Recreation
- Ch Church Overlay
- OS Open Space
- HOSP Hospital Overlay
- AD Architectural Design Overlay
- FP-P Floodplain Primary
- FP-S Floodplain Secondary
- AA Airport Approach
- DI Drilling Island
- PE Petroleum Extraction Combining
- SC Senior Citizen Overlay
- HD Hillside Development Combining
- WM- West Ming Specific Plan



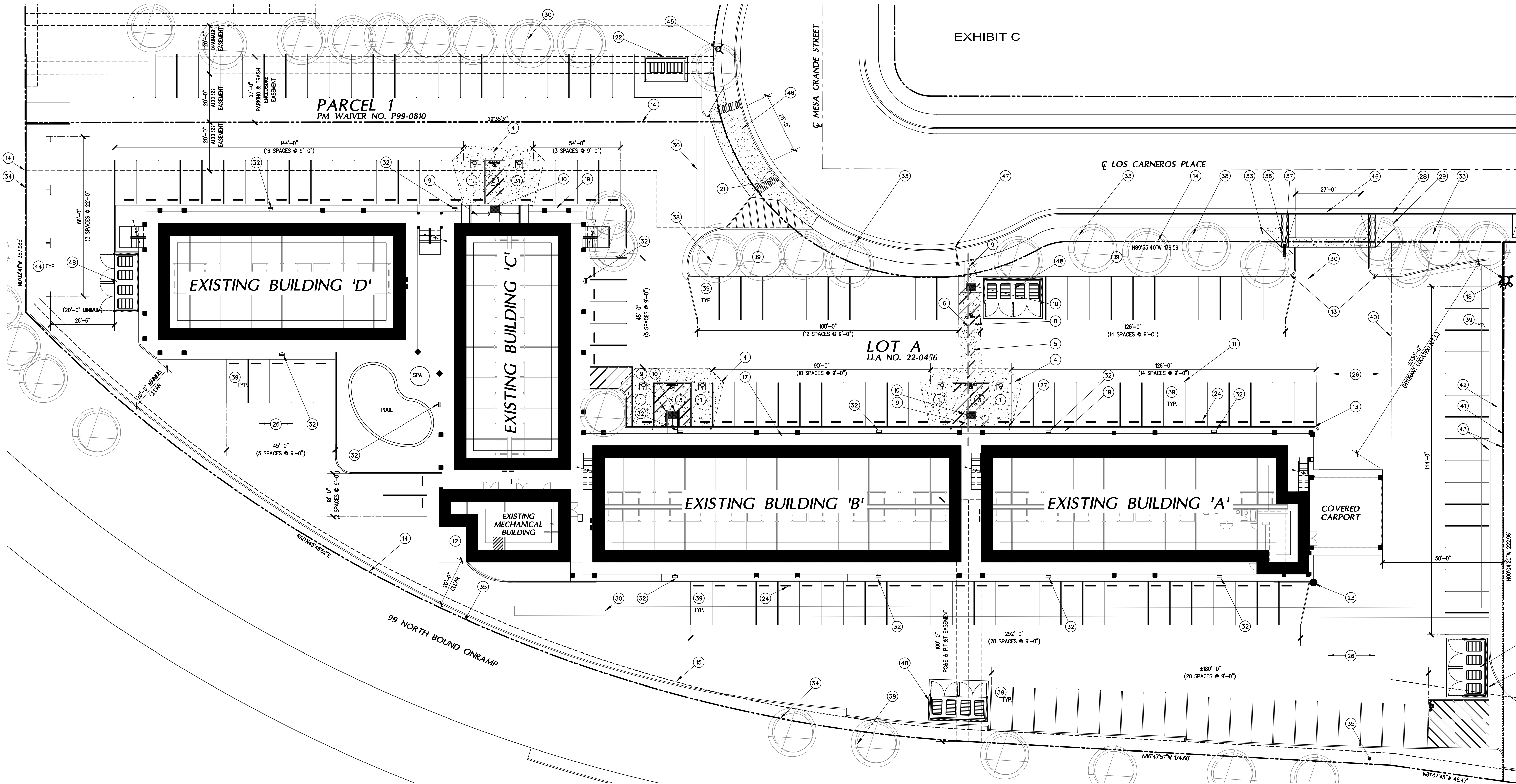
BAKERSFIELD



Feet



MAP PACKAGES



SITE PLAN

PROJECT ANALYSIS:

PROJECT JURISDICTION: CITY OF BAKERSFIELD
OCCUPANCY: R-2
BUILDING HEIGHT: 2 STORIES
CONSTRUCTION TYPE: III-B
SPRINKLERS: YES
EXISTING ZONING: C-2
PROPOSED ZONING: R-2
PARCEL SIZE: ±2.488 ACRES
TOTAL BUILDING AREA (GROSS): 49,719 SF

BUILDING 'A'	
GROUND FLOOR:	6,490 SF
SECOND FLOOR:	6,117 SF
TOTAL BUILDING AREA:	12,607 SF
BUILDING 'B'	
GROUND FLOOR:	7,337 SF
SECOND FLOOR:	7,337 SF
TOTAL BUILDING AREA:	14,674 SF
BUILDING 'C'	
GROUND FLOOR:	4,913 SF
SECOND FLOOR:	4,913 SF
TOTAL BUILDING AREA:	9,826 SF
BUILDING 'D'	
GROUND FLOOR:	4,929 SF
SECOND FLOOR:	4,929 SF
TOTAL BUILDING AREA:	9,858 SF
MECHANICAL BUILDING	
GROUND FLOOR:	1,464 SF
SECOND FLOOR:	1,290 SF
TOTAL BUILDING AREA:	2,754 SF

TOTAL APARTMENT UNITS 151 UNITS	
BUILDING 'A'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	10 UNITS
LARGE UNITS (292 SF NET)	10 UNITS
SECOND FLOOR:	10 UNITS
SMALL UNITS (262 SF NET)	10 UNITS
LARGE UNITS (292 SF NET)	10 UNITS
TOTAL BUILDING AREA:	39 UNITS
BUILDING 'B'	
GROUND FLOOR:	12 UNITS
SMALL UNITS (262 SF NET)	12 UNITS
LARGE UNITS (292 SF NET)	12 UNITS
SECOND FLOOR:	12 UNITS
SMALL UNITS (262 SF NET)	12 UNITS
LARGE UNITS (292 SF NET)	12 UNITS
TOTAL BUILDING AREA:	48 UNITS
BUILDING 'C'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
SECOND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
TOTAL BUILDING AREA:	32 UNITS
BUILDING 'D'	
GROUND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
SECOND FLOOR:	8 UNITS
SMALL UNITS (262 SF NET)	8 UNITS
LARGE UNITS (292 SF NET)	8 UNITS
TOTAL BUILDING AREA:	32 UNITS

PARKING REQUIRED:	
MULTI-FAMILY APARTMENTS	
(1 PER UNIT):	151 SPACES
OFFICE - ±615 S.F. (1/250)	3 SPACES
+10% FOR GUEST PARKING	16 SPACES
TOTAL PARKING REQUIRED:	
170 SPACES	
PARKING PROVIDED:	
PARCEL 1:	
STANDARD:	25 SPACES
LOT A:	147 SPACES
STANDARD:	6 SPACES
ACCESSIBLE:	6 SPACES
TOTAL PARKING PROVIDED:	
178 SPACES	

SEWAGE DISPOSAL: EXISTING CITY SEWER
STORM WATER DISPOSAL: EXISTING CITY SUMP
DOMESTIC WATER: CITY OF BAKERSFIELD
SCOPE OF WORK:
THE PROJECT GENERALLY CONSISTS OF A CONVERSION OF AN EXISTING HOWARD JOHNSON MOTEL TO AN APARTMENT COMPLEX. THERE WILL BE 150 MARKET RATE STUDIO APARTMENTS LOCATED IN FOUR (4) BUILDINGS. THE STUDIO APARTMENTS WILL CONTAIN A GREAT ROOM / BEDROOM AND A BATHROOM. NO MAJOR IMPROVEMENTS WILL BE MADE FROM THE EXISTING MOTEL ROOM LAYOUT. BESIDES A SMALL REFRIGERATOR, NO KITCHEN FACILITIES WILL BE INCLUDED IN THE STUDIO APARTMENTS. TWO EXISTING COMMUNITY KITCHENS WILL REMAIN ON SITE AND WILL BE USED BY ALL THE TENANTS.

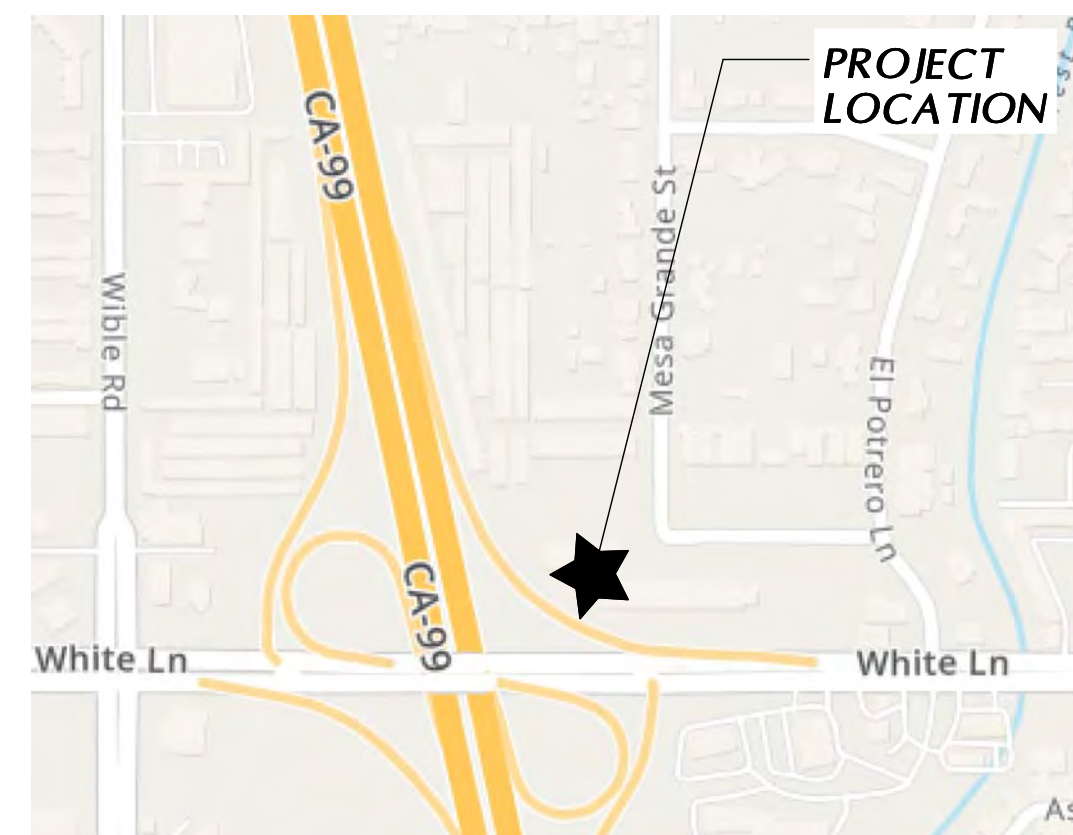
SITE KEY NOTES

NOTE: PARKING LOT TO RECEIVE AN ASPHALT AND ALL PARKING SHALL BE RESTRIPTED PER PLAN.

- NEW 9'-0" WIDE x 18'-0" DEEP ACCESSIBLE PARKING STALL - PER CITY, ADA & TITLE24 STANDARDS
- NEW 8'-0" WIDE MINIMUM VAN ACCESSIBLE AISLE - PER CITY, ADA, & TITLE 24 STANDARDS
- ACCESSIBLE ACCESS AISLE - PAINT BLUE HATCH LINES AT 45° AT 3'-0" O.C.
- HATCH DENOTES NEW CONCRETE PAVING AT ACCESSIBLE PARKING STALL AND ACCESSIBLE AISLE - SLOPE NOT TO EXCEED 2% IN ANY DIRECTION
- ACCESSIBLE CROSSING - 48" MIN WIDE w/ CROSS SLOPE NOT TO EXCEED 2% - RUNNING SLOPE NOT EXCEED 5%
- DASHED LINE DENOTES PATH OF TRAVEL FROM PUBLIC RIGHT OF WAY
- NEW 6'-0" HIGH WROUGHT IRON FENCE
- HATCH DENOTES NEW (6 REQUIRED) MIN 2" TYPE B2 A.C. PAVING OVER 3" CLASS II AGGREGATE BASE PER CITY STANDARDS - NOT TO EXCEED 2% SLOPE IN ANY DIRECTION
- NEW ACCESSIBLE CURB RAMP - SLOPE NOT TO EXCEED 1:12 WITH A CROSS SLOPE NOT TO EXCEED 2% - PROVIDE A 48"x48" MINIMUM LANDING AT TOP AND BOTTOM OF RAMP - PER ADA & TITLE24 STANDARDS.
- SHADED AREA REPRESENTS LOCATION OF TRUNCATED DOMES
- DOUBLE LINE DENOTES NEW STRIPING - TYP.
- NEW TRANSFORMER W/ STEEL BOLLARDS PER UTILITY REQUIREMENTS
- EXISTING 6" CURB
- EXISTING PROPERTY LINE

- EASEMENT
- FUTURE ADJUSTED LOT LINE
- EXISTING CONCRETE WALKWAY
- FIRE HYDRANT - LOCATED AT NW CORNER OF LOS CARNEROS PL. & EL POTERO LN.
- HATCH DENOTES EXISTING LANDSCAPE
- EXISTING EDGE OF PAVEMENT
- EXISTING DRIVE BREAK
- EXISTING TRASH ENCLOSURE
- EXISTING POLE MOUNTED MONUMENT SIGN
- RELOCATED CONCRETE WHEEL STOP
- DIRECTION OF TRAFFIC - PAINTED - TYPICAL
- EXISTING AC PAVING TO REMAIN
- NEW POLE MOUNTED ACCESSIBLE PARKING SIGNAGE
- EXISTING CURB & GUTTER
- EXISTING 5'-0" SIDEWALK
- EXISTING 'Y' GUTTER

- NEW 12'-0" WIDE x 18'-0" DEEP ACCESSIBLE PARKING STALL - PER CITY, ADA & TITLE24 STANDARDS
- EXISTING WALL PACK ABOVE
- EXISTING NO PARKING ANYTIME SIGNAGE
- EXISTING 6'-0" HIGH CHAIN LINK FENCE
- APPROXIMATE LOCATION OF EXISTING POWER POLE
- EXISTING, UNAUTHORIZED VEHICLE PARKING SIGNAGE
- EXISTING MONUMENT SIGN
- EXISTING TREE - TYP.
- NEW STANDARD 9'-0" x 18'-0" PARKING STALL - PER CITY STANDARDS
- PROPERTY LINE TO BE MOVED VIA LLA NO. 22-0456
- PROPOSED PROPERTY LINE LOCATION PER LLA NO. 22-0456
- NEW PLANTER
- NEW 6" CURB
- NEW 9'-0" x 22'-0" PARALLEL PARKING STALL - PER CITY STANDARDS
- EXISTING FIRE HYDRANT LOCATION
- CONSTRUCT / REBUILD DRIVE APPROACH PER CITY OF BAKERSFIELD STANDARD DETAIL ST-4
- NEW STREET LIGHT PER CITY STANDARD 23.6
- NEW STREET LIGHT PER CITY STANDARD 23.6

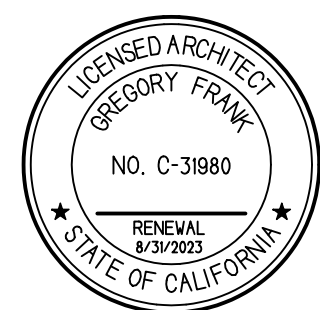


VICINITY MAP

N.S.

SF
Skarphol/Frank
Associates
ARCHITECTURE • PLANNING • INTERIORS
Paul Skarphol, Architect • Gregory Frank, Architect
925 17th Street
Bakersfield, CA 93301
(661) 334-2741
skarpholfrank.com

These drawings, related specifications, ideas, designs and arrangements represented hereby are and shall remain the property of the Architect and no part thereof shall be copied, disseminated or used in connection with any work or project other than the specific project which they have been prepared and developed without the written consent of the Architect. Visual contact with these drawings or specifications shall constitute conclusive acceptance of these restrictions.



LOT B
LLA NO. 22-0456

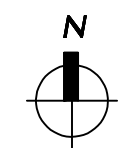
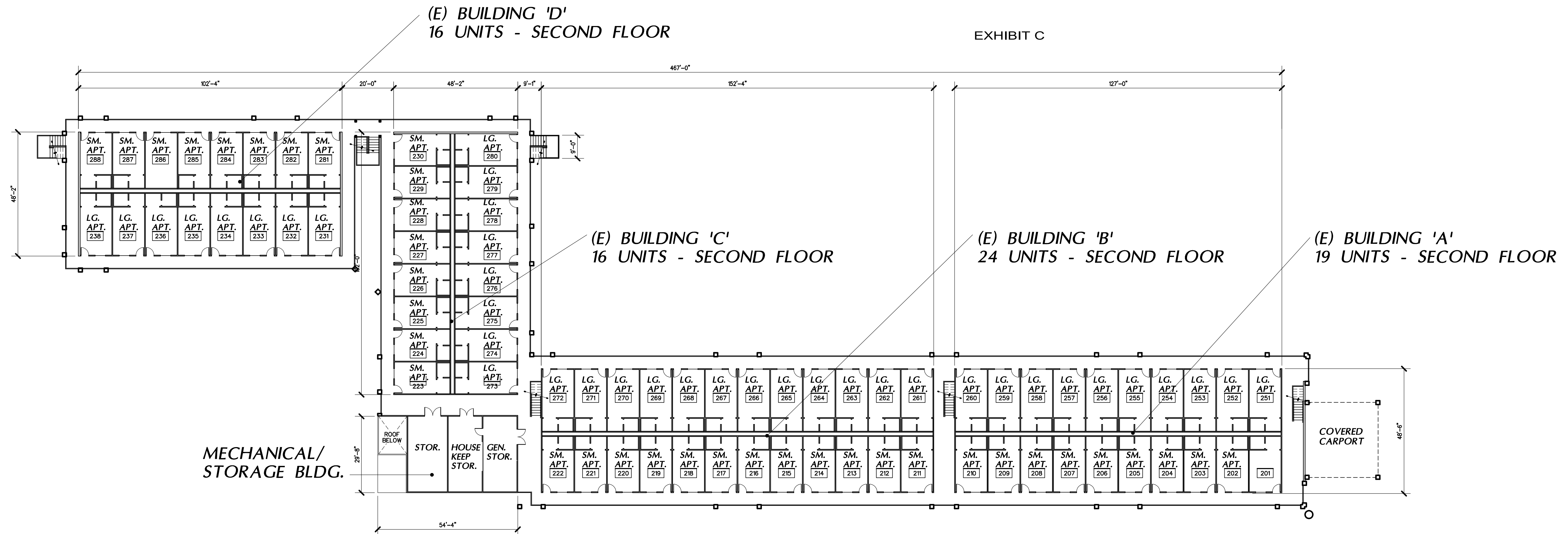
MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

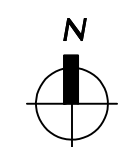
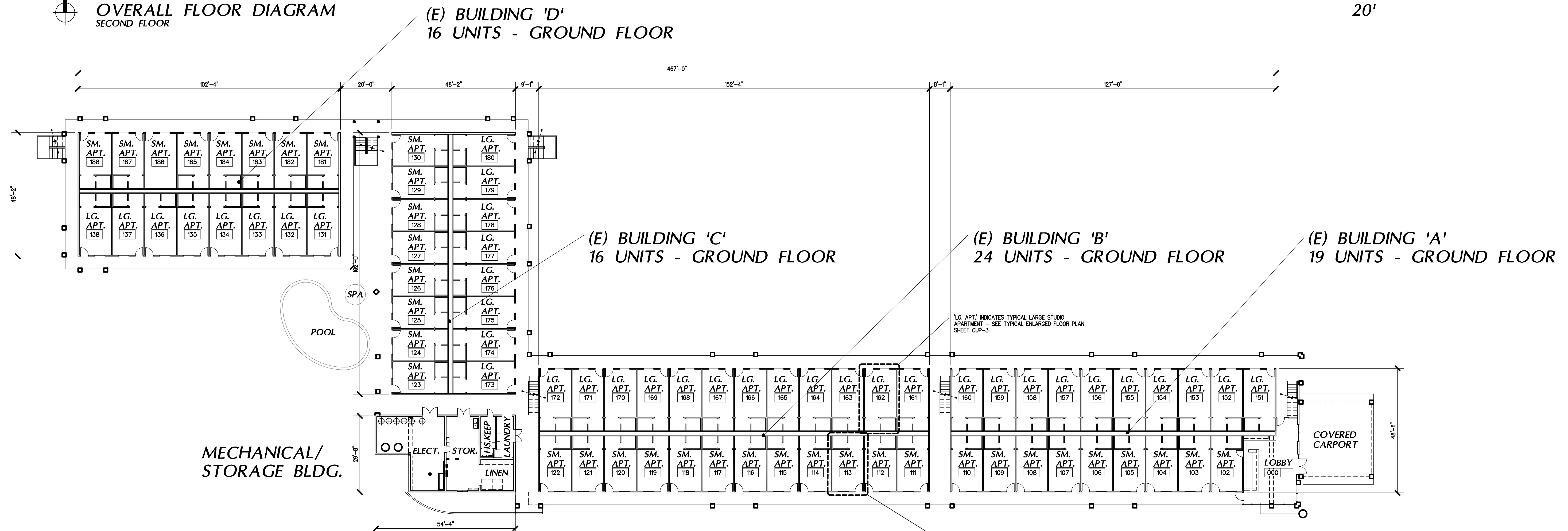
DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-9-2023	SPR PRE-REVIEW REVISION NO. 1
5-16-2023	SPR PRE-REVIEW REVISION NO. 2
6-14-2023	SPR PRE-REVIEW REVISION NO. 3

REVISION	DESCRIPTION

JOB 6754	SPR-1
DP DS	
PM G.F.	



OVERALL FLOOR DIAGRAM
SECOND FLOOR



OVERALL FLOOR DIAGRAM
GROUND FLOOR

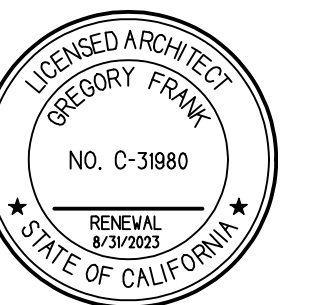


Skarphol/Frank
Associates

ARCHITECTURE • PLANNING • INTERIORS
Paul Skarphol, Architect • Gregory Frank, Architect

925 17th Street
Bakersfield, CA 93301
(661) 334-2741
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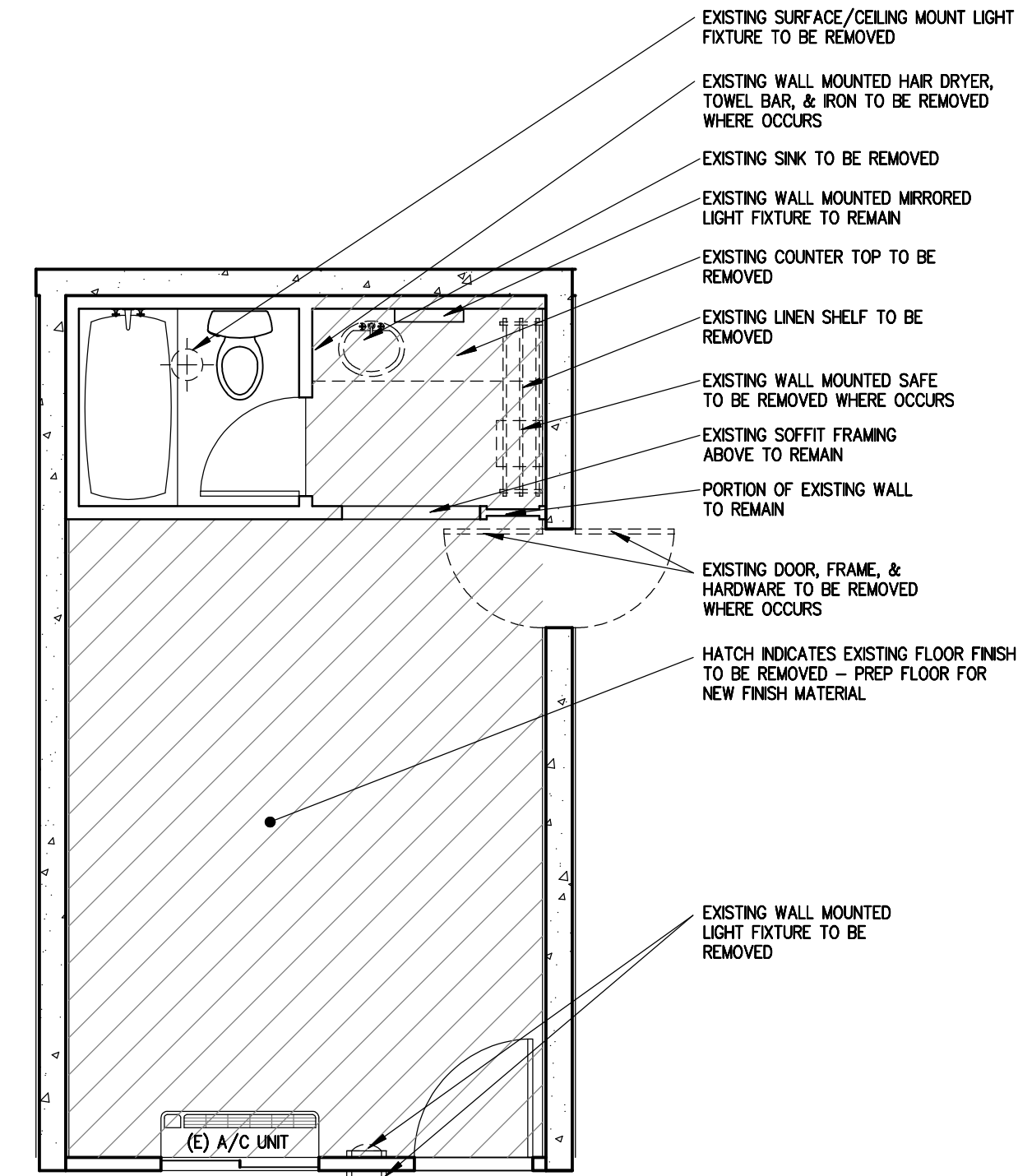
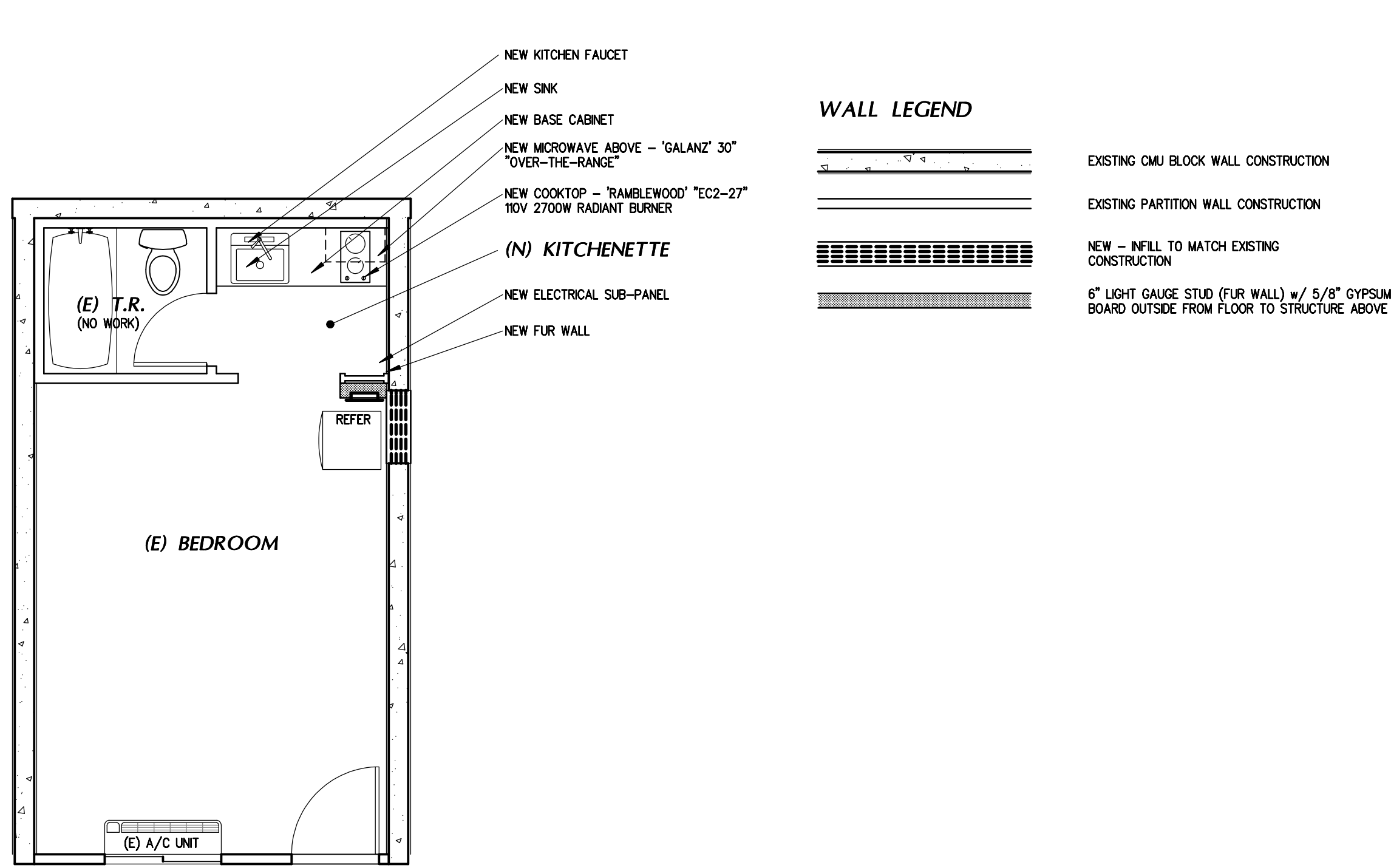
MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL

REVISION	DESCRIPTION

JOB 6754	SPR-2
DP DS	
PM G.F.	

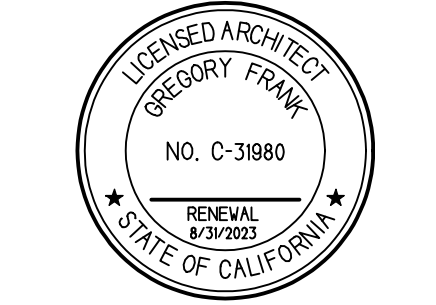


DEMOLITION NOTES

- REMOVE ALL WALLS, PARTITIONS, DOORS AND FRAMES AS SHOWN ON DRAWINGS. VERIFY EXACT DIMENSIONS w/ FLOOR PLAN.
- ALL ITEMS DEEMED SALVAGEABLE BY OWNER WILL EITHER HAVE BEEN INDICATED ON THE DRAWINGS, REMOVED PRIOR TO START OF ALTERATION WORK, OR WILL BE DIRECTED BY OWNER TO BE STORED BY CONTRACTOR AND REMAIN THE PROPERTY OF THE OWNER.
- ALL REMOVED ITEMS OR PORTIONS THEREOF AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR WHO SHALL REMOVE THEM FROM THE PREMISES. DO NOT STORE ON PREMISES.
- CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES ASSOCIATED WITH DEMOLITION WORK.
- CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO MAINTAIN REMAINING UTILITIES IN A SAFE MANNER READY FOR INTEGRATION IN NEW SYSTEM.
- CAP ALL WASTE AND WATER LINES FLUSH WITH ADJACENT WALL OR FLOOR TO PROVIDE A SMOOTH SURFACE.

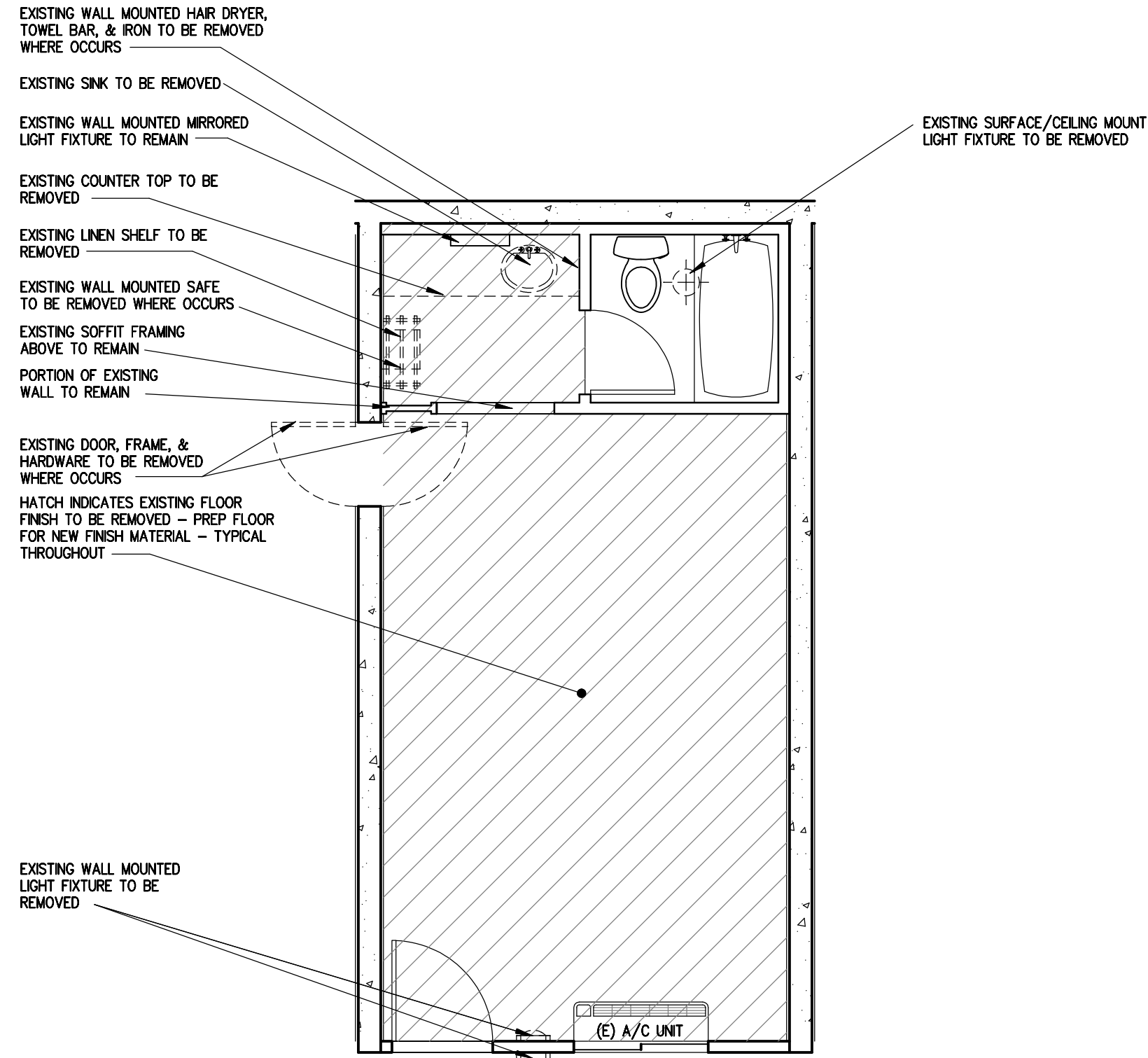
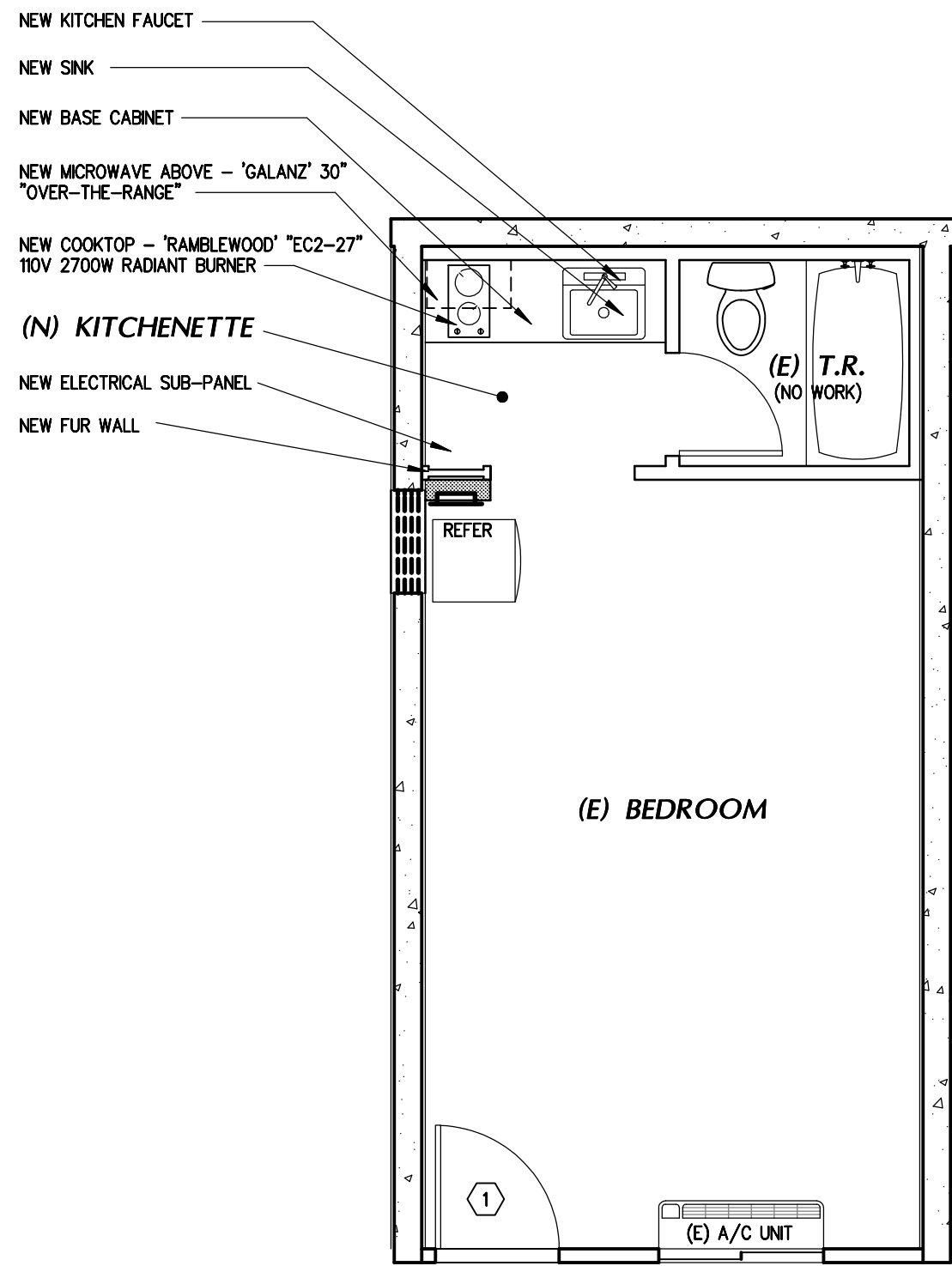
SF^A
Skarpohl/Frank
Associates
ARCHITECTURE • PLANNING • INTERIORS
Paul Skarpohl, Architect • Gregory Frank, Architect
925 17th Street
Bakersfield, CA 93301
(661) 334-2741
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ENLARGED FLOOR PLAN 1/4"
SMALL STUDIO - TYP.

ENLARGED DEMOLITION PLAN 1/4"
SMALL STUDIO - TYP.



ENLARGED FLOOR PLAN 1/4"
LARGE STUDIO - TYP.

ENLARGED DEMOLITION PLAN 1/4"
LARGE STUDIO - TYP.

MICRO-UNIT
APARTMENT
CONVERSION

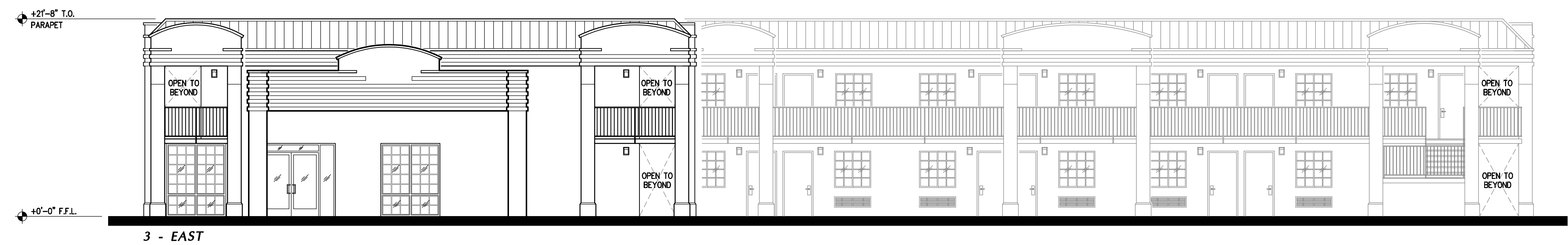
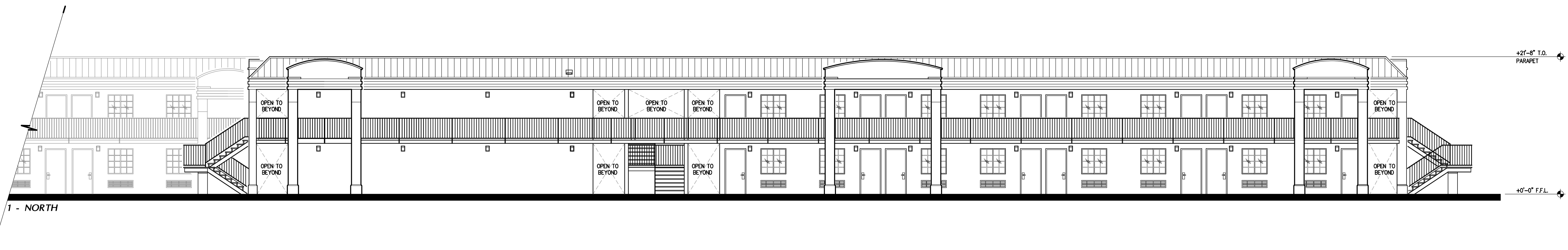
2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL

REVISION	DESCRIPTION

JOB 6754	SPR-3
DP DS	
PM G.F	

EXHIBIT C



EXTERIOR ELEVATIONS

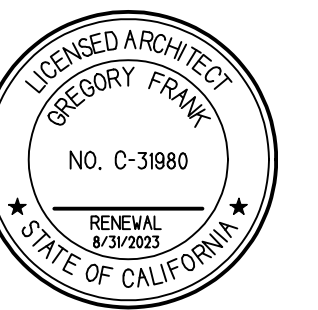
$1/8''$



**Skarphol/Frank
Associates**

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Paul Skarphol, Architect • Gregory Frank, Architect
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Bakersfield, CA 93301
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MICRO-UNIT APARTMENT CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-9-2023	SITE PLAN REVIEW BACKCHECK

REVISION	DESCRIPTION

JOB 6754	<i>SPR-4</i>
DP DS	
PM GJF	



7 - SOUTH



5 - SOUTH



6 - WEST

EXTERIOR ELEVATIONS

1/8"



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MICRO-UNIT
APARTMENT
CONVERSION

2700 WHITE LANE
BAKERSFIELD, CALIFORNIA

DATE	ISSUED FOR
2-8-2023	SITE PLAN REVIEW SUBMITTAL
3-8-2023	SITE PLAN REVIEW BACKCHECK

REVISION	DESCRIPTION

JOB 6754	SPR-5
DP DS	
PM G.F	



PLANT SCHEDULE CONCEPT

TREES	BOTANICAL / COMMON NAME	CONT	TYPE	WUCOLS	FORM	QTY
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	STANDARD	9
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	EVERGREEN	MODERATE	STANDARD	2
	PISTACIA CHINENSIS CHINESE PISTACHE	24" BOX	DECIDUOUS	LOW	STANDARD	8
	PRUNUS CAROLINIANA 'COMPACTA' COMPACT CAROLINA LAUREL CHERRY	15 GAL	EVERGREEN	LOW	STANDARD	16
	SCHINUS MOLLE CALIFORNIA PEPPER	24" BOX	EVERGREEN	LOW	STANDARD	9
	SCHINUS MOLLE CALIFORNIA PEPPER	EXISTING	EVERGREEN	LOW	STANDARD	11
	SEQUOIA SEMPERVIRENS 'SOQUEL' COAST REDWOOD	24" BOX	EVERGREEN	HIGH	STANDARD	1
	SEQUOIA SEMPERVIRENS 'SOQUEL' COAST REDWOOD	EXISTING	EVERGREEN	HIGH	STANDARD	4
	SYAGRUS ROMANZOFFIANA QUEEN PALM	EXISTING	EVERGREEN	MODERATE	STANDARD	9
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	STANDARD	3

PLANT SCHEDULE CONCEPT

SHRUBS	BOTANICAL / COMMON NAME	CONT	WUCOLS	QTY
	ANIGOZANTHOS X 'BUSH BABY' BUSH BABY KANGAROO PAW	1 GAL	LOW	59
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION BLUE GRAMA	1 GAL	LOW	139
	COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER	1 GAL	MODERATE	82
	DIETES BICOLOR FORTNIGHT LILY	1 GAL	LOW	192
	LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	LOW	80
	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDA HAWTHORN	5 GAL	LOW	338

REFERENCE NOTES SCHEDULE CONCEPT

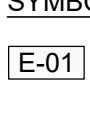



SYMBOL	EXISTING CONDITIONS DESCRIPTION	QTY
	ELECTRICAL AND TELEPHONE POWER POLE (EXISTING)	
	GARBAGE DUMPSTER (EXISTING)	
	ROCK DESCRIPTION	QTY
	3" DEPTH LAYER BARK MULCH COLOR: PRODUCTION MULCH COMMENTS: OR APPROVED EQUAL	16,104 SF

EXHIBIT C

MESA GRANDE STREET

WHITE LANE

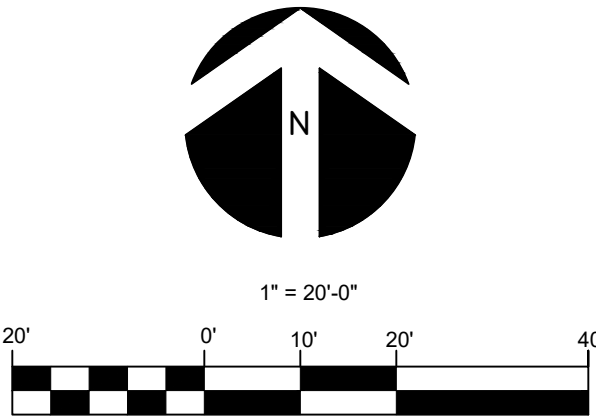
Onsite Shade Tree Calculations									
Botanical/Common	Container Size	Type	WUCOLS	Quantity	Diameter (feet)	Radius (feet)	Area SF per tree	Total SF area per species	
KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	12	28	14	616	7,389	
MAGNOLIA GRANDIFLORA 'LITTLE GEM' / LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	EVERGREEN	MODERATE	2	11	5.5	95	190	
PISTACIA CHINENSIS / CHINESE PISTACHE	24" BOX	DECIDUOUS	LOW	8	42	21	1385	11,084	
PRUNUS CAROLINIANA 'COMPACTA' / COMPACT CAROLINA LAUREL CHERRY	15 GAL	EVERGREEN	LOW	16	11	5.5	95	1,521	
SCHINUS MOLLE / CALIFORNIA PEPPER	24" BOX	EVERGREEN	LOW	9	28	14	616	5,542	
SCHINUS MOLLE / CALIFORNIA PEPPER	EXISTING	EVERGREEN	LOW	11	28	14	616	6,773	
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	24" BOX	EVERGREEN	HIGH	1	21	10.5	346	346	
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	EXISTING	EVERGREEN	HIGH	4	21	10.5	346	1,385	
SYAGRUS ROMANZOFFIANA / QUEEN PALM	EXISTING	EVERGREEN	MODERATE	9	0	0	0	-	
WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	3	0	0	0	-	

Total Parking Lot Trees:	75	Total Tree Shade Square Footage:	34,230
Number of Evergreen Trees:	55	Parking Lot Square Footage:	82,546
Number of Deciduous Trees:	20		
Percentage Evergreen Trees:	73%	Tree SF / Parking Lot SF:	41%
Percentage Deciduous Trees:	27%		
Minimum Evergreen Percentage Required:	30%	Minimum Tree Shade Required:	40%

Provided Street Frontage Tree Calculations				
Botanical/Common	Container Size	Type	WUCOLS	Quantity
SEQUOIA SEMPERVIRENS 'SOQUEL' / COAST REDWOOD	EXISTING	EVERGREEN	HIGH	1
SYAGRUS ROMANZOFFIANA / QUEEN PALM	EXISTING	EVERGREEN	MODERATE	2
WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	EXISTING	EVERGREEN	MODERATE	3
KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	24" BOX	DECIDUOUS	MODERATE	9
Total Street Frontage Trees Provided: 15				

Street Name	Distance (minus the driveway width)	Required Trees (1 Tree per 20LF)
Mesa Grande Street Frontage:	363 LF - 70 LF = 293 LF	15 Trees
Mesa Grande Street Frontage:	Required Evergreen %	30%
	Total Required Evergreen Trees:	15 Trees x 30% = 5 Trees
	Total Evergreen Trees Provided:	5 Trees (33%)
	Total Deciduous Trees Provided:	10 Trees (67%)
	Total Trees Provided:	15 Trees

SKARPHOL/FRANK ASSOCIATES
925 17TH STREET
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(661) 334-2741



MICRO UNIT APARTMENT CONVERSION
Conceptual Landscape Plan

EXHIBIT D

2700 White lane LLC

GOOD NEIGHBOR POLICY

Between The Blanco and the community of Bakersfield

The Blanco, located at 2700 White Lane is a for-profit organization providing transitional to permanent housing and programs and support services for previously homeless, near-homeless, or private pay residents in the City of Bakersfield. The Blanco is a place for residents to experience or maintain a healthy environment to implement themselves back into society and gain a sense of neighborhood we strive to continue to partner with outside organizations to provide residents in need of services; the goal of the property owners and staff is to ensure that all residents gain a sense of self while residing on the property. The day-to-day tools and skills provided and offered to the residents are a gateway to permanent housing, reintegrating into society, and being comfortable in their new environment out of homelessness or to just better their living situation.

1. Definitions

Community of Bakersfield - sometimes referred to herein as “community”, consists of residents, businesses, and other community members who live, work, or visit the area.

Immediate neighborhood- residences and businesses roughly within a half-mile radius surrounding The Blanco.

Community Collaboration Partnership- the intentional, regular, and ongoing communication between the community, the City of Bakersfield, including, but not limited to, its Police, Code Enforcement, Development Services, and Fire Departments, the County of Kern and its Departments, other local Emergency Shelters and Homeless Non-Profits, Stakeholders, and The Blanco's staff. The interdependent dialogue between the listed agencies, departments, and community will significantly increase The Blanco's ability to appropriately respond to residents who breach The Blanco's Code of Conduct, set forth below, or are engaged in illegal activity within the immediate neighborhood and/or community.

2. Mutual Goals

All parties in this agreement share common goals, which include:

- a. Maintaining a peaceful, safe, and clean neighborhood and community.
- b. Sharing open and honest communication.
- c. Helping each other address concerns and solve problems.
- d. Offering public service for the benefit of the neighborhood and community. Respecting others and their properties.
- e. Being an active partner that works to help sustain the overall surroundings and economic environment of the immediate neighborhood. In order to accomplish these goals, all parties are united in support of the commitments described below.

3. Safety

Safety and security are essential for residents to live peacefully, free from harm, and for neighborhoods to remain desirable and attractive. In order to promote safety and security for all residents of the immediate neighborhood and community, The Blanco Staff will:

- a. Ensure The Blanco's contact is available even after hours to address community issues as they occur. This will provide connectivity between immediate neighborhood and community members and The Blanco's staff. All calls and resolutions will be documented. The hotline number will be publicized.
- b. Promptly investigate all concerns regarding client behavior expressed by neighbors or community members.
- c. Establish a block watch program in conjunction with the neighbors, the Bakersfield Police Department and other neighboring business and residents.
- d. Prohibit residents from engaging in loitering, alcohol or drug use and pan handling within the immediate neighborhood and community.
- e. Strictly enforce the Code of Conduct/Behavior with all residents.
- f. Contact the Bakersfield Police or Fire Department immediately for all pertinent emergencies.

4. Property

To respect the immediate neighborhood and maintain the property at the highest possible values The Blanco staff will:

- a. Maintain the building and grounds in good condition at all times.
- b. Keep the building, property, and landscaping, neat and free from trash and debris at all times.
- c. Maintain an unobtrusive, well-lit and secure facility and grounds.

5. Code of Conduct

Conduct that is respectful of others contributes to the peaceful enjoyment of life in the community. Individuals have the freedom to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. The Code of Conduct ("Code"), set forth below, will be displayed and provided to the immediate neighborhood.

It is understood that enforcement of the Code will be a collaborative effort between the Community Collaboration Partnership and The Blanco, especially when violations of the Code occur offsite, in the immediate neighborhood and/or community.

The Blanco staff are responsible for informing all of its residents of the Code. Violations of the Code will result in consequences ranging from written warnings to termination of lease agreement.

- a. Residents shall enter into a agreement ("lease agreement") committing to adhere to this Code as

they transition into permanent housing.

- b. Residents will adhere to program rules that encourage respect for others and prescribe lawful behavior for program clients.
- c. Residents shall not engage in illegal behaviors in the immediate neighborhood or community. Engagement in illegal behaviors in the immediate neighborhood or community will result in consequences ranging from written warnings to termination of lease agreement.
- d. Residents shall not engage in loitering, aggressive panhandling or camping in the immediate neighborhood or community.
- e. Residents shall not illegally park vehicles of any type, including bicycles, in the immediate neighborhood or community.
- f. Residents shall not litter in and around The Blanco.
- g. Residents who violate the Code or lease agreement shall receive the appropriate consequences set forth in the lease agreement.

6. Communication

It is important to develop and maintain good communication and a positive relationship between The Blanco and the immediate neighborhood and community. To promote communication between The Blanco, the immediate neighborhood, and the community, The Blanco staff will:

- a. Meet with neighbors quarterly, on a regularly scheduled basis to review The Blanco resolution process set forth below, programs, outcomes, policies, procedures, progress reports, and written responses regarding the resolution of repeated issues, problems, or patterns of behavior that cause the immediate neighborhood or community. The regularly scheduled meeting time, day of the week, and week of the month will be posted on The Blanco's website and The Blanco will provide an email list service that will send out meeting reminders to all interested neighbors.
- b. Respond promptly to all concerns expressed by neighbors and community members in the following manner:
 - Provide neighbors with a contact person from The Blanco for communication.
 - Upon notification of a concern, The Blanco staff will first determine if the concern is an emergency (defined as a grave or imminent threat to the health or safety of any person), in which case, law enforcement or rescue services will be contacted as appropriate, as well as The Blanco manager oncall;
 - Staff will then notify the concerned community member of the initial plan for response and a suggested time frame for follow-up;
 - If The Blanco staff determines the concern is not an emergency, the staff will contact The Blanco manager within twenty-four (24) hours to discuss the concern;
 - The Blanco manager will review the issue, interview all persons involved, and gather additional information as needed to develop a plan to resolve the concern within five business days;

- The Blanco manager will then follow-up with the concerned community member and involved parties as necessary within five business days (sooner if possible), and advise all parties of the resolution plan and/or status of the investigation to resolve the issue, within the boundaries of confidentiality.
- c. Meet regularly with Community Collaboration Partners to review reports, issues and policies.
 - d. Document all complaints and concerns, including responses to problems and outcomes to responses, and provide a summary report to the neighbors, in aggregate data; and
 - e. Notify the neighbors of major changes proposed to the program or facility, and seek advice with regard to implementation.



EXHIBIT E

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/22)

Date _____, _____ ("Tenant")
and _____ Rental Property Owner, Authorized Broker
or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: _____ ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ _____) days without Landlord's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____
_____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent control ordinance _____.

2. **TERM:** The term begins on (date) _____ ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☐ B. **Lease:** This Agreement shall terminate on (date) _____ at _____ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay \$ _____ per month for the term of the Agreement.

B. Rent is payable in advance on the **1st** (or ☐ _____) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____, ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) _____ (whose phone number is) _____ at (address) _____ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

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RLMM REVISED 12/22 (PAGE 1 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 1 OF 9)

Melinda Clemmer, Broker, 13061 Rosedale Hwy Suite G-164 Bakersfield CA 93314
Melinda Clemmer

Phone: 661-330-2253 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



New 2023

Premises: _____ Date: _____

- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other _____					
Other _____					
Total					

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or ☐) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☐ A. Parking is permitted as follows: _____

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows: _____
The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____
except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- ☐ B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or ☐) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

RLMM REVISED 12/22 (PAGE 2 OF 9) Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)



Premises: _____ Date: _____

- ☐ C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or ☐ _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☐ D. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Housing Provider ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☐ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Housing Provider ☐ Tenant shall maintain _____
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.



Premises:

Date:

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐)::

<input type="checkbox"/> key(s) to Premises,	<input type="checkbox"/> remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> key(s) to mailbox,	<input type="checkbox"/> _____,
<input type="checkbox"/> key(s) to common area(s),	<input type="checkbox"/> _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

- (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
- (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
- (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or ☐) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 4 OF 9)



25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

- A.** Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
- B.** All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move-Out Inspection and Repairs:** **(i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

- A.** Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
- B.** Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
- C.** ☒ Tenant shall obtain liability insurance, in an amount not less than \$_____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: _____ Tenant: _____

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

- A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.



Premises: _____

Date: _____

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

- A.** Consistent with **paragraphs B and C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

- A.** ☒ **MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B.** ☐ **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.
- C. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
- (1) ☐ Housing Provider has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Housing Provider by the pest control company.
- (2) ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.
- D.** ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Housing Provider has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- E. BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- F. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- G.** ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- H.** ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Housing Provider) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- I. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- J.** ☐ **DEATH ON THE PREMISES:** An occupant of the Premises died on the Premises in the last three years. (Note to Housing Provider: the manner of death may be a material fact to the tenant, and should be disclosed in **38K**, except for death by HIV/AIDS.)
- K.** ☐ **OTHER MATERIAL FACTS:** _____

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9)



41. AGENCY:**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:**Housing Provider's Brokerage Firm** _____ License Number _____Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent _____ License Number _____

Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).**Tenant's Brokerage Firm** _____ License Number _____Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider. (Dual Agent).

Tenant's Agent _____ License Number _____

Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).**B. DISCLOSURE:** ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.**C. TERMINATION OF AGENCY RELATIONSHIP:**

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).**42. ☐ TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.**44. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).**45. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.**46. OTHER TERMS AND CONDITIONS:** If checked, the following ATTACHED documents are incorporated in this Agreement:☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Landlord in Default Addendum (C.A.R. Form LID);☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood HazardDisclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)☒ Other Documents/Addenda: Code of Conduct Policy☐ Other Terms: _____**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).**48. ☐ INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).**49. The Premises is being managed by Owner, (or, if checked):**☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section☐ Property Management firm immediately below

Real Estate Broker (Property Manager) _____ DRE Lic # _____

(Agent) _____ DRE Lic # _____

Address _____ Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.



Premises: _____ Date: _____

50. Tenant agrees to rent the Premises on the above terms and conditions.

- A. ☐ ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State CA Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

- ☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

- A. ☐ ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



REAL ESTATE BROKERS:

- A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.
- B.** Agency relationships are confirmed in **paragraph 41**.
- C. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

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RLMM REVISED 12/22 (PAGE 9 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 9 OF 9)

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New 2023



BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)

(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____

in which _____ is referred to as ("Tenant")
and _____ is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. **Bed bugs can survive for months without feeding.**
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

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Melinda Clemmer

Phone: 661-330-2253
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Fax:
www.lwolf.com

New 2023



TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
 - B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
 - C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
 - D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Tenant _____

Landlord _____

Tenant _____

Landlord _____

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)

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Melinda Clemmer

Phone: 661-330-2253 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New 2023





RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as _____ in which _____ is referred to as "Tenant" and _____ is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
 - A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

Melinda Clemmer, Broker, 13061 Rosedale Hwy Suite G-164 Bakersfield CA 93314
Melinda Clemmer

Phone: 661-330-2253 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New 2023

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant _____	Date _____
Tenant _____	Date _____
Landlord _____	Date _____
Landlord _____	Date _____

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic


5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Landlord _____	Date _____
Seller/Landlord _____	Date _____

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FHDA REVISED 6/22 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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New 2023



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

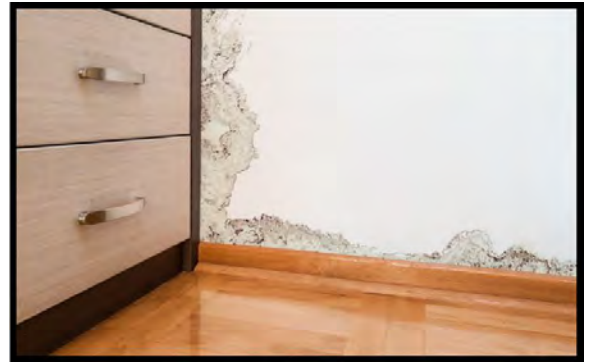
The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.



2700 White lane LLC

CODE OF CONDUCT POLICY

Conduct that is respectful of others contributes to the peaceful enjoyment of life in the community. Individuals have the freedom to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. The Code of Conduct ("Code"), set forth below, will be displayed and provided to the immediate neighborhood.

It is understood that enforcement of the Code will be a collaborative effort between the Community Collaboration Partnership and The Blanco, especially when violations of the Code occur offsite, in the immediate neighborhood and/or community.

The Blanco staff are responsible for informing all of its residents of the Code. Violations of the Code will result in consequences ranging from written warnings to termination of lease agreement.

- a. Residents shall enter into a agreement ("lease agreement") committing to adhere to this Code as they transition into permanent housing.
- b. Residents will adhere to program rules that encourage respect for others and prescribe lawful behavior for program clients.
- c. Residents shall not engage in illegal behaviors in the immediate neighborhood or community. Engagement in illegal behaviors in the immediate neighborhood or community will result in consequences ranging from written warnings to termination of lease agreement.
- d. Residents shall not engage in loitering, aggressive panhandling or camping in the immediate neighborhood or community.
- e. Residents shall not illegally park vehicles of any type, including bicycles, in the immediate neighborhood or community.
- f. Residents shall not litter in and around The Blanco.
- g. Residents who violate the Code or lease agreement shall receive the appropriate consequences set forth in the lease agreement.



COVER SHEET

PLANNING DEPARTMENT

STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Non-Consent Public Hearings6.(b.)

TO: Chair Bashirtash and Members of the Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER: Jose Fernandez, Associate Planner

DATE:

WARD: Ward(s) 1, 2, 3, 4, 5, 6, 7

SUBJECT:

Zone Change No. 24-0055: The City of Bakersfield is requesting a change in zone classification **from** A (Agriculture), E (Estate), E-1A (Estate One Family Dwelling – 1 acre minimum), R-S (Residential Suburban), R-S-10A (Residential Suburban – 10 acre minimum), R-S-5A (Residential Suburban – 5 acre minimum), R-1 (One Family Dwelling), R-1-4.5 (One Family Dwelling 4,500 sf minimum lot size), R-1-CH (One Family Dwelling-Church Overlay), R-1-CH-HD (One Family Dwelling-Church and Hillside Development Overlay), R-1-HD (One Family Dwelling - Hillside Development Overlay), R-2 (Limited Multiple Family Dwelling), R-2/PUD (Limited Multiple Family Dwelling/Planned Unit Development), R-3 (Multiple Family Dwelling), PCD (Planned Commercial Development), C-O (Professional and Administrative Office), C-O/PCD (Professional and Administrative Office/Planned Commercial Development), C-1 (Neighborhood Commercial), C-2 (Regional Commercial), C-2/PCD (Regional Commercial/Planned Commercial Development), M-1 (Light Manufacturing), M-2 (General Manufacturing), and P (Automobile Parking) **to** MX-1 (Mixed-Use Neighborhood), MX-2 (Mixed-Use Transit), R-2 (Small Lot Single-Unit Dwelling), R-3 (Medium Density Multi-unit Dwelling), R-4 (High-Density Multi-Unit Dwelling), R-4-HD (High-Density Multi-Unit Dwelling – Hillside Development Overlay), and R-5 (Very-High Density Multi-Unit Dwelling) on approximately 790 acres in various properties throughout the City to facilitate compliance with California's Housing Element Law. Notice of Exemption on file.

APPLICANT: City of Bakersfield

OWNER: Various

LOCATION: See attached Map Set

STAFF RECOMMENDATION:

Staff recommendation: Approve.

ATTACHMENTS:

Description	Type
□ Staff Report	Staff Report

- ▣ Map Set
- ▣ CEQA Exemption Memorandum
- ▣ Planning Commission Draft ZC Resolution

Backup Material
Backup Material
Resolution



CITY OF BAKERSFIELD PLANNING COMMISSION

MEETING DATE: February 29, 2024

AGENDA: 6.b

TO: Chair Bashirtash and Members of the Planning Commission

FROM: Paul Johnson, Planning Director *PJ*

DATE: February 23, 2024

FILE: Zone Change 24-0055

WARD: 1, 2, 3, 4, 5, 6, and 7

STAFF PLANNER: Jose Fernandez, Associate Planner II

REQUEST: Change classification from A (Agriculture), E (Estate), E-1A (Estate One Family Dwelling – 1 acre minimum), R-S (Residential Suburban), R-S-10A (Residential Suburban – 10 acre minimum), R-S-5A (Residential Suburban – 5 acre minimum), R-1 (One Family Dwelling), R-1-4.5 (One Family Dwelling 4,500 sf minimum lot size), R-1-CH (One Family Dwelling-Church Overlay), R-1-CH-HD (One Family Dwelling-Church and Hillside Development Overlay), R-1-HD (One Family Dwelling - Hillside Development Overlay), R-2 (Limited Multiple Family Dwelling), R-2/PUD (Limited Multiple Family Dwelling/Planned Unit Development), R-3 (Multiple Family Dwelling), PCD (Planned Commercial Development), C-O (Professional and Administrative Office), C-O/PCD (Professional and Administrative Office/Planned Commercial Development), C-1 (Neighborhood Commercial), C-2 (Regional Commercial), C-2/PCD (Regional Commercial/Planned Commercial Development), M-1 (Light Manufacturing), M-2 (General Manufacturing), and P (Automobile Parking) to MX-1 (Mixed-Use Neighborhood), MX-2 (Mixed-Use Transit), R-2 (Small Lot Single-Unit Dwelling), R-3 (Medium Density Multi-unit Dwelling), R-4 (High-Density Multi-Unit Dwelling), R-4-HD (High-Density Multi-Unit Dwelling – Hillside Development Overlay), and R-5 (Very-High Density Multi-Unit Dwelling) on approximately 790 acres throughout the City of Bakersfield to facilitate compliance with California's Housing Element Law.

APPLICANT: City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301

OWNER: Various

LOCATION: See attached Map Set – also see <https://shorturl.at/wK236>

PROJECT SIZE: Approximately 790 acres

STAFF RECOMMENDATION: adopt Resolution **APPROVING** the change in zone classification **from** A, E, E-1A, R-S, R-S-10A, R-S-5A, R-1, R-1-4.5, R-1-CH, R-1-CH-HD, R-1-HD, R-2, R-2/PUD, R-3, PCD, C-O, C-O/PCD, C-1, C-2, C-2/PCD, and M-1 **to** MX-1, MX-2, R-2, R-3, R-4, R-4-HD, and R-5 or a more restrictive classification, and recommend same to City Council.

PROJECT BACKGROUND:

Housing Element Law. Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. Cities and Counties meet this requirement by adopting Housing Elements as part of their “General Plan”, also required by the state.

California’s Housing Element Law acknowledges that, in order for the private market to adequately address the housing needs and demand of Californians, Cities and Counties must adopt plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in California rests largely on the effective implementation of local General Plans and, in particular, local Housing Elements.

General Plan Housing Element. Updating a Housing Element, while important to meeting one of the most basic needs of Californians, can be a daunting task. Individuals and families are directly affected by each jurisdiction’s ability to plan for the housing needs of those who will live, work, and play in every community. Additionally, State funding programs for transportation, infrastructure, and housing often require or consider a local jurisdiction’s compliance with Housing Element Law. In some cases, funding from state/federal housing programs can only be accessed if the jurisdiction has a compliant Housing Element. In other cases, a compliant Housing Element is not a requirement to apply for funding; however, those applying for funding will receive extra points on their application if they do have a compliant Housing Element; thereby, increasing their chances in the competitive application process.

Bakersfield’s 5th Cycle Housing Element. Housing cycles operate within eight-year intervals. Bakersfield's Housing Element for the period spanning 2015 to 2023 was formulated in strict accordance with the provisions outlined in the State's General Plan law pertaining to Housing Elements. This comprehensive document underwent a thorough review process and was officially adopted by the City Council on January 20, 2016. Subsequently, it received formal certification from the California Department of Housing and Community Development (HCD) on February 16, 2016.

Bakersfield’s 6th Cycle Housing Element. The Housing Element for the 6th Cycle necessitates formal certification by HCD no later than December 31, 2023. A draft Housing Element was submitted to HCD in June 2023. The City received interim comments from HCD during the 90-day initial review period, which provided an opportunity for the City to revise the draft Housing Element before the issuance of HCD’s official comment letter. Following the mandatory 7-day public review period, the City submitted a revised initial draft to HCD in mid-September 2023. HCD provided its official comment letter on September 20, 2023. The City is currently revising the Housing Element per HCD comments with an anticipated resubmittal to HCD in April 2024. HCD’s second review is anticipated to take 60 days.

The formulation of the 2023-2031 Housing Element continues to be a process characterized by robust public engagement. This approach ensures that the document accurately reflects the insights and perspectives of the community. Moreover, the Housing Element is being meticulously designed to encompass the City’s allocation of dwelling units determined by the Kern Council of Governments (KernCOG), the entity responsible for designating the number of residential units to be constructed in the region within the ensuing eight-year period.

Regional Housing Needs Allocation. State law requires that every Housing Element include an inventory of land suitable and available for residential development, based on land use designations, zoning, and other factors. This inventory of land must meet the jurisdiction’s share of the regional housing mandate called the Regional Housing Needs Allocation (RHNA). The RHNA is based on population projections, income distribution, and access to jobs, developed through a methodology by KernCOG. For the 6th Cycle Housing Element (2023-2031), the City of Bakersfield is tasked with creating a land inventory that can accommodate 37,461 housing units in the next eight years. Table 1 compares the 5th Cycle and 6th Cycle RHNA allocations for each jurisdiction in the region.

Table 1 – KernCOG RHNA Allocations					
Jurisdiction	5 th Cycle Allocation (2015-2023)	6 th Cycle Allocation (2023-2031)	# Increase # Decrease	% Increase % Decrease	Overall % of 6 th Cycle Allocation
Unincorporated County Areas	21,583	9,243	-12,340	-57.2%	16.0%
Arvin	1,168	1,174	6	0.5%	2.0%
Bakersfield	36,290	37,461	1,171	3.2%	65.0%
California City	1,268	427	-841	-66.3%	0.7%
Delano	1,462	1,866	404	27.6%	3.2%
Maricopa	35	13	-22	-62.9%	0.0%
McFarland	311	244	-67	-21.5%	0.4%
Ridgecrest	1,346	1,436	90	6.7%	2.5%
Shafter	2,036	3,294	1,258	61.8%	5.7%
Taft	254	504	250	98.4%	0.9%
Tehachapi	496	902	406	81.9%	1.6%
Wasco	1,426	1,086	-340	-23.8%	1.9%
Total Kern County	67,675	57,650	-10,025	-14.8%	

Source: KernCOG 5th Cycle Regional Housing Needs Allocation Plan June 2015-December 2023
KernCOG 6th Cycle Regional Housing Needs Allocation Plan June 2023-December 2031

Area Median Income. The RHNA is further delineated into distinct affordability categories, contingent upon the local Area Median Income (AMI). As of June 6, 2023, the AMI designated for Kern County stands at \$83,800. This computation employs a household composition of four individuals as the basis. For contextualization, it's worth noting that the median income for a single-person household is \$58,650, while an eight-person household reflects a median income of \$110,600 within Kern County. With an emphasis on strategic planning and funding considerations, the California Department of Housing and Community Development (HCD) has devised a set of commonly recognized income categories rooted in the AMI.

- Acutely Low income: 0-15% of AMI
- Extremely Low income: 15-30% of AMI
- Very Low income: 30-50% of AMI
- Low income: 50-80% of AMI (alternatively denoted as 0-80% of AMI)
- Moderate income: 80-120% of AMI
- Above Moderate income: exceeding 120% of AMI

Table 2 provides a comparative analysis of the 6th Cycle RHNA allocations for each jurisdiction in the region, classified by their respective income categories. Notably, the Acutely Low and Extremely Low-income levels are included under the Very Low income category.

Table 2 – 6th Cycle KernCOG RHNA Allocations by Income Category							
Jurisdiction	Very-Low Income Units	Low Income Units	TOTAL Lower Income (Very Low & Low)	Moderate Income Units	Above-Moderate Income Units	TOTAL Higher Income (Mod & Above Mod)	TOTAL RHNA Allocation
Unincorporated County Areas *	1,551	987	2,539	1,852	4,852	6,704	9243
Arvin	124	79	203	268	703	971	1,174
Bakersfield	11,129	7,082	18,211	5,317	13,933	19,250	37,461
California City	39	25	64	101	263	364	428
Delano	324	206	530	369	967	1,336	1,866
Maricopa	1	1	2	3	8	11	13
McFarland*	50	32	81	45	117	162	244
Ridgecrest	379	241	620	225	591	816	1,436
Shafter*	678	431	1,110	603	1,581	2,185	3,294
Taft*	68	43	112	108	284	393	504
Tehachapi	188	119	307	164	431	595	902
Wasco*	127	81	208	242	635	877	1,086
Total Kern County*	14,658	9,328	23,986	9,299	24,365	33,664	57,650

Source: KernCOG 6th Cycle Regional Housing Needs Allocation Plan June 2023-December 2031

*Note: mathematical errors in some cells; unclear if incorrect allocation number, or decimal rounding, or...

Title 17 Amendments. In alignment with State regulations and as per the directives of the City Council, a comprehensive amendment to Bakersfield Municipal Code, Title 17 (Zoning), is also being processed separately to support the 6th Cycle Housing Element. These amendments encompass various changes including the introduction of new/modified residential zones described below. This undertaking is significantly motivated by the City of Bakersfield's obligation to facilitate the creation of 18,211 units designated for low and very low income households. Remarkably, this constitutes 76% of the entire inventory of lower income units across the County, as detailed in Table 2. In essence, this signifies the City's responsibility to facilitate the development of more than 3 out of every 4 lower income units required Countywide within the next eight years.

- *R-4 (High-Density Multi-Unit Dwelling) Zone.* The purpose of the R-4 Zone is to provide land areas for the use and occupancy of multi-story, multi-unit dwellings (e.g., rowhouses, flats, condominiums, townhouses and apartments) at higher densities that include on-site recreational amenities. It is the intent of this zone to provide a livable, walkable, and sustainable residential environment that ensures compatibility with surrounding lower-density single-unit and multi-unit dwellings and neighborhood commerce. The residential density range for this zone is 20.1 to 30 dwelling units per net acre.
- *R-5 (Very-High Density Multi-Unit Dwelling) Zone.* The purpose of the R5 Zone is to provide land areas for the use and occupancy of multi-unit dwellings (e.g., condominiums, townhouses, and apartments) at very-high densities in proximity to neighborhood commercial centers. It is the intent of this zone to provide a livable, walkable, and sustainable residential environment that encourages development types that use innovative site planning. The residential density range for this zone is 30.1 to 50 dwelling units per net acre.

- *MX-1 (Mixed-Use Neighborhood Zone).* The purpose of the MU-1 zone is to provide areas within the city for pedestrian oriented developments that focus on neighborhood-serving commercial uses (e.g., coffee shops, grocery stores, retail establishments). This zone also allows mixed-use development comprised of medium-density multi-unit developments (i.e., cottage court apartments, low-rise apartments, and condominiums). It is the intent of the MU-1 Zone to encourage a mix of residential and commercial uses, with residential on the upper floors and commercial on the lower floors (vertical mixed-use format), as well as, stand-alone uses in certain circumstances (horizontal mixed-use format). The residential density range for this zone is 20-30 dwelling units per acre.
- *MX-2 (Mixed-Use Transit Zone).* The purpose of the MU-2 zone is to provide for transit- and pedestrian-oriented mixed-use development comprised of high-density multi-unit developments (i.e., low-rise, mid-rise apartments, and condominiums). The focus of such development will be on centralized urban development along major corridors, interchanges, transit hubs, and throughout downtown Bakersfield, in conjunction with existing and planned transit facilities to support and maximize transit use. This zone is intended to encourage high quality integrated development consisting of residential and commercial uses in a horizontal and or vertical arrangement to maximize open space of active and passive use and provide opportunities for place making. The residential density range for this zone is 30.1 to 100 dwelling units per acre.

PROJECT PROPOSAL:

Project. As previously indicated, KernCOG has assigned the City of Bakersfield with the responsibility of formulating a comprehensive land inventory that can feasibly accommodate 37,461 housing units. This allocation corresponds to approximately 65% of the total housing demand projected for the region over the upcoming eight years. Recognizing the disparity between the City's existing housing inventory and the outlined requirements, it becomes imperative to undertake measures aimed at strategically addressing this housing deficit. In this regard, it is essential to appropriately pre-zone identified lands and deliberate their potential annexation into the City's jurisdiction, thereby aligning with KernCOG's stipulated RHNA allocations.

With the objective of realizing this strategic vision, the City of Bakersfield is proposing a change in zone classification on approximately 200 parcels on 790 acres throughout the City of Bakersfield. These select parcels shown on the attached map set and available in more detail at: <https://shorturl.at/wK236>.

Site Development. No physical development is contemplated within the scope of this application, as the project solely involves a zone change for the property. It is noteworthy that any potential future development on these sites will be subject to the City's established development standards. These include but are not limited to street enhancements, the implementation of safe access design principles, compliance with green building codes, incorporation of air district prerequisites pertaining to both construction and operation, establishment of connections to public water and sewer infrastructure, provision of adequate fire protection measures, accommodations for density bonuses as dictated by State Law, and other pertinent stipulations.

ENVIRONMENTAL REVIEW AND DETERMINATION:

The Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) ("general rule" or "common sense"), and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). A Notice of Exemption has been prepared. Attached to this staff report is a CEQA Exemption Memorandum providing further justification.

NOTIFICATION:

Tribal Consultation. In adherence to the provisions outlined in Senate Bill 18 (SB 18), formal correspondence was mailed on June 22, 2023 notifying the American Indian Tribes of the details pertaining to the Housing Element Update project. The issuance of this notice signifies the initiation of the 90-day consultation period mandated by SB 18. As of this writing, no formal request for tribal consultation has been received.

Public Notice. Public notice for the proposed project and environmental determination was advertised in *The Bakersfield Californian* on February 19, 2024. All property owners within a 300-foot radius of the project site typically receive mailing notices of the public hearing. However, if the number of owners exceeds one thousand, as is the case with this proposal, in lieu of mailed notice, notice may be provided by placing a display advertisement of at least one-eighth page in the newspaper ten days prior to the hearing. This notification process adheres to both city ordinance and state law. As of this writing, no written comments have been received.

Property Owner and Lessee/Renter Notification. The selection of parcels identified for the zone change were carefully analyzed by both the City and its consulting experts. This assessment was conducted to align parcels with a predetermined set of criteria mandated by State legislation. In maintaining transparency and adequately informing property owners and lessee/renters of the parcels under consideration, three separate letters were mailed dated January 16, 2024, January 26, 2024, and February 13 2024 apprising of the proposed change in zone classification. These letters, seeking a response, aimed to ensure everyone was well-informed in the decision-making process. While many of the letters were returned indicating concurrence with the proposed changes, other letters communicated a desire to be excluded from the scope of consideration. The latter properties have since been removed from the zone change consideration. Although the mailing initiative was designed to disseminate information to affected properties about the status of their properties, City staff continues to engage with owners and others to review the list in relation to the outlined project.

CONCLUSION:

Summary. While the proposed project entails changes to the zone classifications over a span of approximately 790 acres, the stipulations of State law impose constraints on the acreage of individual parcels that contribute toward the City's RHNA. In accordance with these regulations, the maximum acreage accounted for in higher density RHNA, is limited to 10 acres. This signifies that if a parcel's dimensions exceed 10 acres, only a portion of it—specifically 10 acres—would be factored into the compliance calculation.

Consequently, a viable solution necessitates the undertaking of a rezone initiative. These measures collectively offer a strategic avenue to generate a quantifiable inventory of housing units that align with the RHNA requirements. The successful realization of this solution not only fulfills the RHNA mandate but also contributes to the attainment of adoption and certification for the 6th Cycle Housing Element.

Recommendation. Staff recommends your Commission adopt Resolution **approving** the change in zone classification from A, E, E-1A, R-S, R-S-10A, R-S-5A, R-1, R-1-4.5, R-1-CH, R-1-CH-HD, R-1-HD, R-2, R-2/PUD, R-3, PCD, C-O, C-O/PCD, C-1, C-2, C-2/PCD, and M-1 to MX-1, MX-2, R-2, R-3, R-4, R-4-HD, and R-5 or a more restrictive classification, and recommend same to City Council.

ATTACHMENTS:

- Map Set
- CEQA Exemption Memorandum
- Planning Commission Draft Resolution

MAP SET



February 15, 2024
Project No: 20-10096

Jose Fernandez, Associate Planner
City of Bakersfield
Planning Division
1715 Chester Avenue
Bakersfield, California 93301
Via email: Jfernandez@bakersfieldcity.us

**Subject: CEQA Exemption Memorandum for the Zoning Code Classifications and Text Changes Project
City of Bakersfield, Kern County, California**

Dear Mr. Fernandez:

This memorandum provides an analysis to support the determination by the City of Bakersfield (the lead agency) that the proposed City of Bakersfield Zoning Code text changes and changes to zoning classifications ("rezones") are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) ("general rule" or "common sense") and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). The proposed project falls within the sphere of the general rule or common sense rule, that CEQA applies only to development which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is not subject to CEQA.

Project Background

The proposed project includes text-only changes of the Bakersfield Zoning Code to promote the development of housing in the city and to ensure consistency with State law. These text changes in and of themselves would not result in growth or increased development in Bakersfield. Text changes include:

- New Zoning purpose statements
- Reduced minimum parcel size for the Residential Suburban (R-S) Zone from 24,000 square feet to 22,000 square feet. This zone would still allow for the accommodation of non-domesticated animals.
- Removal of the Estate, One-Family Dwelling (E) Zone.
- Reducing overall setbacks to expand development flexibility for all residential zones.
- New Very-High Density Multi-Unit Dwelling Zone (R-5) and Urban Core (R-6) Zone development standards.
- New tabular format for the land use and permit and development standards tables.
- Examination of permit requirements for the new Mixed-Use Zones
- Use of new terminology including:
- "Single-unit/multi-unit" instead of "single-family/multi-family"



- “Community Care Facility” instead of “Residential Care Facility”
- “Places of Assembly” instead of “Churches”
- Added definitions for “Public and Quasi-Public Uses,” “Low-Barrier Navigation Center,” “New Mixed-Use,” “Mixed-Use, Horizontal,” and “Mixed-Use, Vertical.”
- Inclusion of Multi-Unit Objective Design Standards which are focused on-site development and orientation with some structure requirements.

The project also includes a change in zone classifications on approximately 1,826 acres in various properties throughout the City to address evolving community needs, enhancing housing options, and providing compatibility with the City's long-term development goals in support of the Bakersfield General Plan comprehensive update; specifically, the Housing Element. These rezones would be consistent with the growth projections and buildout assumptions of the Bakersfield General Plan Environmental Impact Report (EIR).

Exemption Analysis

In order to determine if the proposed project is exempt, we reviewed potential CEQA exemptions that may apply to the proposed project. The following analysis reviews if the proposed project can be considered categorically exempt.

Categorical Exemption

Pursuant to CEQA Guidelines Section 15354, “Categorical Exemption” means an exemption from CEQA for a class of projects based on a finding by the Secretary for Resources that the class of projects does not have a significant effect on the environment.

CEQA Guidelines Sections 15300.2(a) through (f) list specific exceptions for which a CE may not be used. These exceptions are as follows:

- a. **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The proposed project involves text changes to the Zoning Code and rezones for consistency with State law and does not in and of itself include any proposed development. As such, the proposed project would not impact an environmental resource of hazardous or critical concern. Therefore, the proposed project does not trigger these exemption exceptions.

- b. **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed project involves text changes to the Zoning Code and rezones for consistency with State law and does not in and of itself include any proposed development. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Bakersfield General Plan, the proposed project would not result in impacts that are cumulatively considerable. In addition, through the City's development review process, future development projects would be evaluated for potential cumulative impacts and for consistency with all applicable policies of the City's General Plan, Zoning Ordinance, and City Code.



Through this development review process, potential cumulative impacts to various natural and human-made resources would be evaluated. Therefore, implementation of the proposed project would not contribute to significant cumulative impacts, the proposed project does not trigger these exemption exceptions.

- c. **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Due to the absence of unusual circumstances related to the project or on the project site, the project would not have a reasonable possibility for a significant effect on the environment due to unusual circumstances and this exception does not apply.

- d. **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

According to the California Department of Transportation (2023), there are no state designated scenic highway sections within or near the City of Bakersfield. The nearest designated Scenic Highway is Route 190 near Lone Pine, approximately 160 miles northeast of the project site. The nearest eligible scenic highway is Route 58 located near Mojave, approximately 59 miles east of the project site. The proposed project does not trigger these exemption exceptions.

- e. **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The proposed project involves text changes to the Zoning Code and rezones for consistency with State law and does not in and of itself include any proposed development. The proposed project does not propose specific development projects, but facilitates residential development in the city. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. All housing development proposals will be subject to the State and local regulations regarding the treatment of hazardous materials, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The proposed project does not trigger this exemption.

- f. **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The proposed project involves text changes to the Zoning Code and rezones for consistency with State law and does not in and of itself include any proposed development. The proposed project does not propose specific development projects, but facilitates residential development in the city. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. All housing development proposals will be subject to the policies listed in the Bakersfield General Plan, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The proposed project does not trigger this exemption.



Common Sense Applicability

Pursuant to CEQA Guidelines Section 15061(b)(3), also known as the “general rule” or “common sense” exemption, CEQA exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The CEQA Guidelines state in that section that “A project is exempt from CEQA if... [T]he activity is covered by common sense that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Whether a particular activity qualifies for the common sense exemption is a question of fact that is supported by substantial evidence submitted in connection with the project. (*CREED-21 v. City of San Diego* (2015) 234 Cal.App.4th 488, 510). The analysis must identify reasonably foreseeable physical changes and consider any environmental impacts that may result from those changes. (*Wal-Mart Stores, Inc. v. City of Turlock* (2006) 138 Cal.App.4th 273, 291; *Muzzy Ranch Co. v. Solano County Airport Land Use Com.* (2007) 41 Cal.4th 372, 386).

The proposed project involves adoption text changes to the Zoning Code and rezones for consistency with State law and does not in and of itself include any proposed development. The proposed project does not propose or approve any physical development. The proposed project is analyzed in the attached Initial Study and is not anticipated to result in any new changes to the physical environment.

The proposed project will not result in changes to the physical environment, nor will it result in potential environmental impacts. Furthermore, to ensure adequate factual support for the common sense exemption, an Initial Study has been completed analyzing each area of potential impact. The Initial Study determined that there would be no environmental impacts that would result from approval of the proposed project. As such, as shown in Attachment 1, Initial Study, the proposed project meets the criteria for the common sense exemption as identified above.

Determination

Based on this analysis documented in this memorandum, the proposed Zoning Code text changes and rezones meet the criteria for a common sense exemption pursuant to Sections 15061(b)(3) of the **CEQA Guidelines**. Furthermore, exceptions to the applicability of a CE, as specified in section 15300.2(a) through (f) of the **CEQA Guidelines**, do not apply to the project. Therefore, it is concluded that the project is exempt from CEQA pursuant to the common sense exemption CEQA Guidelines Section 15061(b)(3)

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Kimiko Lizardi".

Kimiko Lizardi, Principal
Project Manager
760-918-9444
klizardi@rinconconsultants.com

A handwritten signature in blue ink, appearing to read "Matt Maddox".

Matt Maddox, Principal
CEQA Technical Lead
916-706-1374
mmaddox@rinconconsultants.com



Attachments

Attachment 1 Initial Study – Common Sense Exemption



Zoning Code Classifications and Text Changes Project

Initial Study – Common Sense Exemption

prepared by

City of Bakersfield
1715 Chester Avenue
Bakersfield, California 93301
Contact: Jose Fernandez, Associate Planner

prepared with the assistance of

Rincon Consultants, Inc.
7080 North Whitney Avenue, Suite 101
Fresno, California 93720

February 2024

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Appendices

Appendix A Native American Tribal Consultation Correspondence

Acronyms and Abbreviations

AB	Assembly Bill
AQMP	Air Quality Management Plan
BFD	Bakersfield Fire Department
BFE	Base Flood Elevations
BMC	Bakersfield Municipal Code
BMPs	Best Management Practices
CAAQS	California Ambient Air Quality Standards
CAL FIRE	California Department of Forestry and Fire Protection
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CCAP	Climate Change Action Plan
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFGC	California Fish and Game Code
CH ₄	Methane
CNEL	Community Noise Equivalent Level
CO ₂	Carbon Dioxide
CO ₂ e	Carbon Dioxide Equivalent
CRHR	California Register of Historical Resources
CVRWQCB	Central Valley Regional Water Quality Control Board
CWA	Clean Water Act
CWS	California Water Service
DOC	California Department of Conservation
DOF	Department of Finance
DTSC	Department of Toxic Substances Control
DWR	Department of Water Resources
EPA	US Environmental Protection Agency
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency

Zoning Code Classifications and Text Changes Project

FTA	Federal Transit Authority
GET	Golden Empire Transit
GHG	Greenhouse Gas
GWh	Gigawatt Hours
GSP	Groundwater Sustainability Plan
GWP	Global Warming Potential
HFCs	Hydrofluorocarbons
HMP	Hazard Mitigation Plan
IPCC	Intergovernmental Panel on Climate Change
KernCOG	Kern Council of Governments
KRGSA	Kern River Groundwater Sustainability Agency
LRA	Local Responsibility Area
MRP	Municipal Regional Stormwater Permit
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
N ₂ O	Nitrous Oxides
PRC	Public Resources Code
PFCs	Perfluorocarbons
PG&E	Pacific Gas and Electric
PPV	Peak Particle Velocity
RMS	Root Mean Square
ROG	Reactive Organic Gases
RTP	Regional Transportation Plan
SB	Senate Bill
SF ₆	Sulfur Hexafluoride
SFHA	Special Flood Hazard Areas
SJVAB	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SMARA	Surface Mining and Reclamation Act
SRA	State Responsibility Area

SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
USFWS	United States Fish and Wildlife Service
UWMP	Urban Water Management Plan
VFHSZ	Very High Fire Hazard Severity Zone
VMT	Vehicle Miles Traveled

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Initial Study

1. Project Title

City of Bakersfield Zoning Code Classifications and Text Changes Project

2. Lead Agency/Project Sponsor Name and Address

City of Bakersfield
1715 Chester Avenue
Bakersfield, California 93301
661-326-3733

3. Contact Person and Phone Number

Jose Fernandez, Associate Planner, 661-326-3778

4. Project Location and Existing Setting

The study area includes the entire City of Bakersfield (hereinafter referred to as “City” or “Bakersfield”). Bakersfield is located in the southern region of the Central Valley and encompasses approximately 151 square miles.

The regional location of Bakersfield is shown in Figure 1 and the city limits are shown in Figure 2.

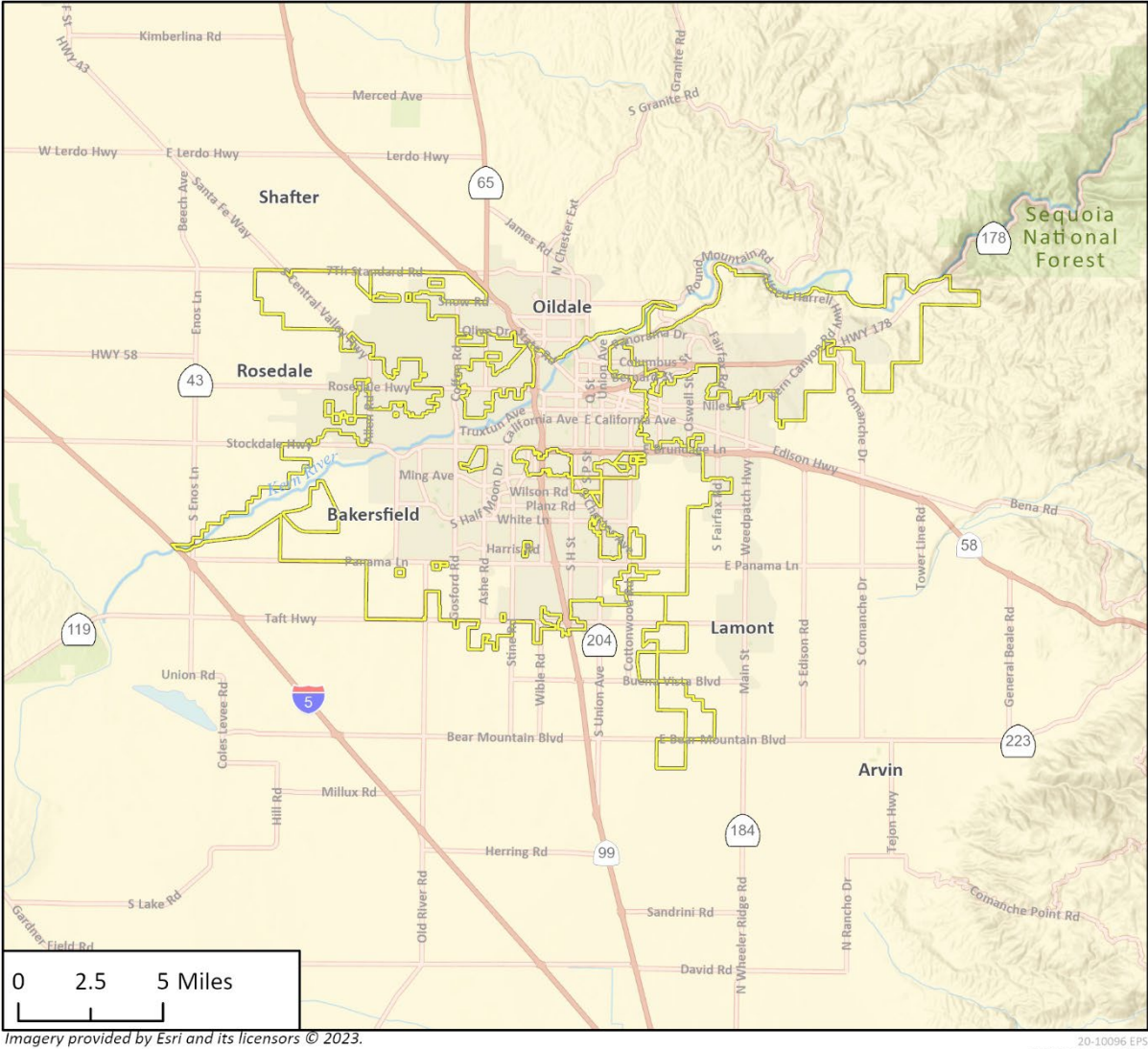
Existing Setting

Bakersfield includes primarily single-family residential uses (approximately 72 percent of Bakersfield) with the remainder occupied by schools, civic buildings, religious institutions, parks and open space, industrial, and commercial uses. Bakersfield contains 61 public parks and other landscaped areas with wooded paths, tennis courts, pickleball courts, sports facilities, children’s playgrounds, and picnic facilities. Bakersfield is largely developed and is within a landlocked setting which has influenced its historic development patterns and affects its potential for new housing and employment.

The housing stock of Bakersfield in 2023 was made up of 99,444 (72.4 percent) single-family detached homes, 3,541 (2.6 percent) single-family attached homes, 14,709 (10.7 percent) multifamily homes with 2 to 4 units, 16,895 (12.3 percent) multifamily homes with 5 or more units, and 2,738 mobile homes (1.9 percent) (DOF 2023).

The Center of the City is mostly urbanized while the peripheral areas surrounding the center include agricultural and open space areas.

Figure 1 Regional Location



★ Project Location

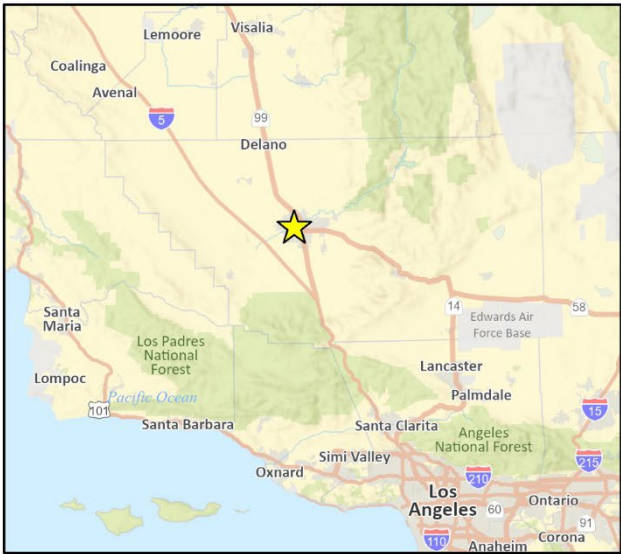
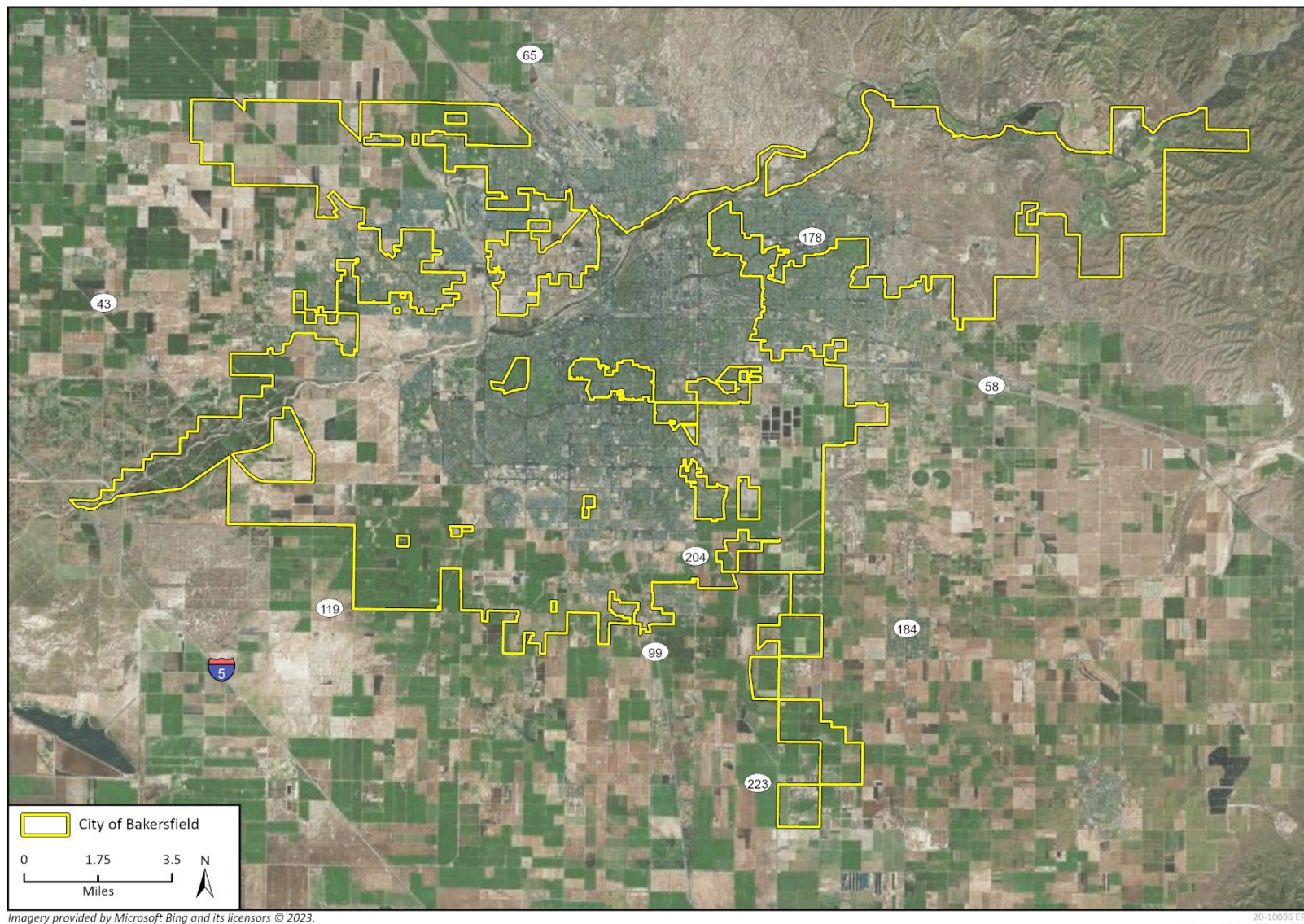


Figure 2 City of Bakersfield Location



Description of Zoning Code Text Changes

The proposed project includes text-only changes of the Bakersfield Zoning Code to promote the development of housing in the city and to ensure consistency with State law. These text changes in and of themselves would not result in growth or increased development in Bakersfield. Text changes include:

- New Zoning purpose statements
- Reduced minimum parcel size for the Residential Suburban (R-S) Zone from 24,000 square feet to 22,000 square feet. This zone would still allow for the accommodation of non-domesticated animals.
- Removal of the Estate, One-Family Dwelling (E) Zone.
- Reducing overall setbacks to expand development flexibility for all residential zones.
- New Very-High Density Multi-Unit Dwelling Zone (R-5) and Urban Core (R-6) Zone development standards.
- New tabular format for the land use and permit and development standards tables.
- Examination of permit requirements for the new Mixed-Use Zones
- Use of new terminology including:
 - “Single-unit/multi-unit” instead of “single-family/multi-family”
 - “Community Care Facility” instead of “Residential Care Facility”
 - “Places of Assembly” instead of “Churches”
- Added definitions for “Public and Quasi-Public Uses,” “Low-Barrier Navigation Center,” “New Mixed-Use,” “Mixed-Use, Horizontal,” and “Mixed-Use, Vertical.”
- Inclusion of Multi-Unit Objective Design Standards which are focused on-site development and orientation with some structure requirements.

Description of Zoning Classification Changes

The City of Bakersfield is also proposing a change in zone classification (“rezones”) for the following existing zones: A (Agriculture), E (Estate), E-1A (Estate One Family Dwelling – 1 acre minimum), R-S (Residential Suburban), R-S-10A (Residential Suburban – 10 acre minimum), R-S-5A (Residential Suburban – 5 acre minimum), R-1 (One Family Dwelling), R-1-4.5 (One Family Dwelling 4,500 sf minimum lot size), R-1 CH (One Family Dwelling-Church Overlay), R-1-CH-HD (One Family Dwelling-Church and Hillside Development Overlay), R-1-HD (One Family Dwelling - Hillside Development Overlay), R-2 (Limited Multiple Family Dwelling), R-2/PUD (Limited Multiple Family Dwelling/Planned Unit Development), R-3 (Multiple Family Dwelling), PCD (Planned Commercial Development), C-O (Professional and Administrative Office), C-O/PCD (Professional and Administrative Office/Planned Commercial Development), C-1 (Neighborhood Commercial), C-2 (Regional Commercial), C-2/PCD (Regional Commercial/Planned Commercial Development), M-1 (Light Manufacturing), M-2 (General Manufacturing), and P (Automobile Parking) to the following proposed zones: MX-1 (Mixed-Use Neighborhood), MX-2 (Mixed-Use Transit), R-2 (Small Lot Single-Unit Dwelling), R-3 (Medium Density Multi-unit Dwelling), R-4 (High-Density Multi-Unit Dwelling), R-4-HD (High-Density Multi-Unit Dwelling – Hillside Development Overlay), and R-5 (Very-High Density Multi-Unit Dwelling) on approximately 1,826 acres in various properties throughout the City. This proposal is to address evolving community needs, enhancing housing options, and providing compatibility with the City's long-term development goals in support of the Bakersfield General Plan comprehensive update, specifically the Housing Element.

The Metropolitan Bakersfield General Plan EIR (2002, State Clearinghouse Number 1989070302) anticipated a buildout of approximately 520,500 people in Bakersfield. According to the California Department of Finance (DOF 2023), Bakersfield has an average of 3.06 persons per household and an existing population of 408,373. The proposed rezones would result in an addition of up to 15,625 dwelling units in Bakersfield. Therefore, the proposed rezones could result in an increase of up to 47,813 residents in Bakersfield which could increase Bakersfield's total population to 456,186 individuals. Since the growth under the current Metropolitan Bakersfield General Plan and Zoning Code is not producing the increase of housing units and associated population that was anticipated in the General Plan EIR and therefore would not reach the projected growth, it is reasonable to assume that the proposed rezoning program, which may result in an increase of approximately 15,625 residential units (or approximately 47,813 people), would not exceed the buildout projections considered as part of the EIR. Rather, the rezone program is intended assist the City in achieving the vision of the existing General Plan and provide the necessary housing units to accommodate the anticipated growth. It is not anticipated that the rezone program would result in a substantial increase in environmental impacts or create new impacts not previously identified as part of the General Plan EIR. This increase is well within growth projections included in the Metropolitan Bakersfield General Plan EIR which assumed a population of approximately 520,500 individuals at buildout of the General Plan (City of Bakersfield 2002a) and is intended to help accommodate the growth in Bakersfield that was envisioned by the General Plan when adopted.

5. Required Approvals

With recommendations from the Planning Commission, the City Council would need to take the following future discretionary actions:

- Approval of Zoning Code text changes
- Approval of the Zoning Code classification changes

Discretionary approval from other agencies is not required.

6. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

On June 22, 2023, the City of Bakersfield contacted California Native American Tribal governments by sending an Assembly Bill (AB) 52 and Senate Bill (SB) 18 notification letter via email to tribes with an affiliation with the project area based on a list provided by the Native American Heritage Commission (NAHC). Under AB 52, Native American tribes have 30 days to respond and request further project information and request formal consultation. Under SB 18, Native American tribes have 90 days to respond to request consultation. The City did not receive a request for formal consultation under AB 52 or SB 18. Therefore, no California Native American Tribes traditionally or culturally affiliated with the project area have requested consultation pursuant to Public Resources Code Section 21080.3.1.

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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

Determination

Based on this initial evaluation, I find that the proposed project will not result in a physical change to the environment that would have a significant effect on the environment and is therefore subject to the common sense exemption pursuant to CEQA Guidelines Section 15061(b)(3)).

Signature

Date

Printed Name

Title

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Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Scenic views generally refer to visual access to, or the visibility of, a particular natural or man-made visual resource from a given vantage point or corridor. Focal views focus on a particular object, scene, setting, or feature of visual interest. Panoramic views, or vistas, provide visual access to a large geographic area, for which the field of view can be wide and extend into the distance.

Panoramic views are usually associated with vantage points looking out over urban or natural areas that provide a geographic orientation and view not commonly available. Examples of panoramic views might include an urban skyline, a valley, a mountain range, the ocean, or other water bodies.

According to the Metropolitan Bakersfield General Plan, Bakersfield has various viewsheds and visual resources concentrated along the northern border of the city (City of Bakersfield 2002b). Specifically, Northeast Bakersfield provides scenic hillside views of Bakersfield, the Kern River, and oilfields (City of Bakersfield 2022). Additionally, according to the Kern River plan, the Kern River, which flows through the middle of Bakersfield, is a valuable visual resource in the area (Kern County 1985). There are no designated or eligible State scenic highways in the City (Caltrans 2023).

The topography of Bakersfield is generally flat and mostly developed with urban structures and infrastructure. Vegetation is mostly composed of urban landscaping, including nonnative, cultivated trees, shrubs, and grasses. Because of the relatively flat topography and low-lying structures, views of the Sierra Nevada foothills north of the city, Wheeler Ridge in the south, and the Tehachapi foothills in the east can be viewed from many parts of the city, particularly from streets and corridors oriented east-west and north-south. However, atmospheric conditions such as smog or haze, agricultural dust, and dense morning winter fog, sometimes limit long-range visibility to the hills and ridges.

Impact Analysis

a. Would the project have a substantial adverse effect on a scenic vista?

An adverse effect would occur if a proposed plan would block or otherwise damage a scenic vista upon implementation. Generally, the varying topography and development throughout Bakersfield blocks surrounding views.

Because the proposed project involves Zoning Code text changes and rezones that do not involve or approve physical development (e.g., construction of housing or infrastructure) and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, it would not result in impacts to scenic vistas. Further, future development requiring discretionary approval accommodated under the proposed project would undergo project-specific development review, including design review pursuant to Bakersfield Municipal Code (BMC) Chapter 17.08 which governs site plan review and includes standards such as building height which would minimize impacts to scenic vistas. Therefore, there would be no impact.

NO IMPACT

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no designated scenic highways or scenic corridors in the city. In addition, because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, it would not result in impacts to scenic highways or corridors. Therefore, there would be no impact.

NO IMPACT

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Bakersfield can be categorized as an urban area as it is largely built out with a mix of residential neighborhoods, commercial areas and corridors, and industrial areas, and has a population of more than 100,000 residents (CEQA Statute Section 21071). The proposed project does not include specific projects but puts forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan

Bakersfield General Plan, the proposed project would not, in and of itself, conflict with applicable zoning and other regulations governing scenic quality. Further, future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review to assess consistency with applicable zoning and other regulations governing scenic quality. Development proposals would be subject to the City's Zoning Ordinance and adopted development guidelines in addition to the city's Hillside Development Ordinance (Chapter 17.66 of the BMC). This ordinance protects visual resources concentrated along the city's northern border. There would be no impact.

NO IMPACT

- d. *Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?*

Bakersfield is an urbanized city with commensurate level of light and glare. Future development in Bakersfield would, in large part, occur as infill on already developed parcels or on vacant or underutilized sites within existing neighborhoods. New lighting could occur on buildings for safety and in pedestrian walkways, and light could be emitted from interior sources through windows on upper stories of tall buildings. The main source of glare would likely be from the sun shining on reflective or light-colored building materials and glazing.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts to light and glare. In addition, future development would be reviewed for consistency with regulations related to light and glare contained in the Chapter 17.71 of the BMC which regulates outdoor lighting and indoor lighting if it is determined by the planning director that the indoor lighting causes a nuisance to neighboring properties. Therefore, there would be no impacts related to light and glare.

NO IMPACT

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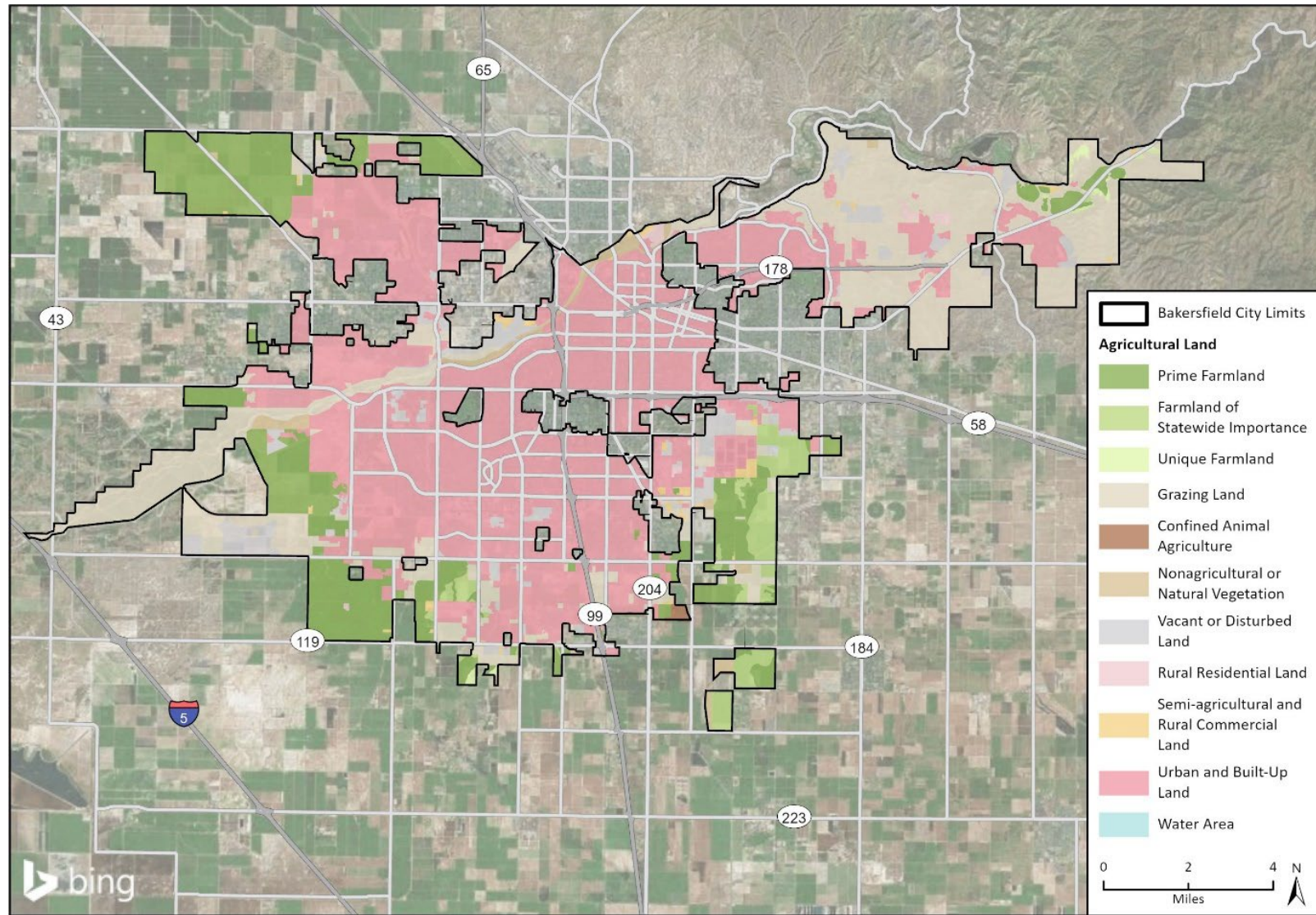
2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield contains approximately 81,694 acres of land with a general plan land use designation for agricultural uses (City of Bakersfield 2022). There are 32,334 acres zoned for agricultural uses within Bakersfield. The city also contains an estimated 16,953 acres of land with a general plan designation for open space (City of Bakersfield 2022). As shown in Figure 3, a majority of land in Bakersfield is urban and built-up land. This land is concentrated in the center of the city with areas of prime farmland, unique farmland, and grazing land concentrated along the edges of the city limits (DOC 2022). There is no land under a Williamson Contract within Bakersfield.

Figure 3 Agricultural Land in Bakersfield



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California Department of Conservation (DOC) 2022

Housing Element Figures
Fig X Agricultural Land

Impact Analysis

- a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
- b. *Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. There is active farmland on the edges of the city limits, however future development would be required to comply with policies included in the Conservation/Soils and Agriculture Element of the Metropolitan Bakersfield General Plan including Policy 2,3, and 14 which requires the protection of agricultural land and extensive review of projects proposing to urbanize agricultural land to determine how commercial agriculture will continue on site and the appropriateness of the proposal considering features such as soil type and surrounding uses (City of Bakersfield 2002b). While some land currently zoned for agriculture is proposed to be rezoned for residential uses, as described in Section 2, *Project Description*, impacts associated with this change would be consistent with impacts previously evaluated and discussed in Section 4.7, *Soils and Agriculture*, of the General Plan EIR. As discussed therein, impacts related to land zoned for agriculture would be potentially significant (City of Bakersfield 2002a). Because the proposed rezones are within the buildout projects of the General Plan EIR, there would be no new impacts beyond what has already been anticipated and accounted for in the Metropolitan Bakersfield General Plan and EIR. Additionally, future development that would require discretionary approval would be required to undergo a project specific CEQA process to determine the specific impacts of that project. Therefore, the proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), or conflict with existing zoning and existing Williamson Act contracts, and no impact would occur.

NO IMPACT

- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*
- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

“Forest land” is defined in PRC Section 12220(g) pursuant to the California Forest Legacy Program Act of 2007 as land that can support 10 percent or more native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. The City’s zoning map indicates that there are no areas within Bakersfield zoned for forestry, timberland, or timberland production (City of Bakersfield 2022). Therefore, the proposed project would not conflict with existing zoning for, or

cause rezoning of, forest land, or timberland zoned Timberland Production, and no impact would occur.

NO IMPACT

- e. *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

The proposed project does not include specific projects but sets forth goals and policies to encourage new housing development in Bakersfield. Further, there is no land in Bakersfield designated as forest land, or timberland zoned as Timberland Production (City of Bakersfield 2022). Additionally, as discussed above, because the proposed project does not involve specific development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in conversion of farmland beyond what has already been anticipated and accounted for in the Metropolitan Bakersfield General Plan. Therefore, the proposed project would not result in other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use, and no impact would occur.

NO IMPACT

3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield is located in the San Joaquin Valley Air Basin (SJVAB). The SJVAB extends to eight counties in the San Joaquin Valley Area. The SJVAB is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAPCD is responsible for development of the regional Air Quality Management Plan (AQMP), which is a comprehensive program for compliance with federal and State air quality planning requirements including California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). The most recently adopted AQMP is the 2018 PM_{2.5} Plan for the San Joaquin Valley and the 2022 Ozone Plan for the San Joaquin Valley.

The SJVAB is in non-attainment for the federal standards for ozone and PM_{2.5} and the State standards for ozone and PM_{2.5} (SJVAB 2012). The SJVAB is in non-attainment for the state standards for ozone, PM₁₀, and PM_{2.5}. The SJVAB is designated unclassifiable or in attainment for all other federal and State standards. This analysis conforms to the methodologies recommended in the SJVAPCD's *CEQA Air Quality Guidelines* (2002).

Impact Analysis

a. *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

The proposed project, in and of itself, does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed

project would not result in impacts to air quality. In addition, Policy 1 in the Conservation/ Air Quality Element of the Metropolitan Bakersfield General Plan requires compliance with SJVACPD control measures for reactive organic gases (ROGs). Policy 2 encourages land use and land use practices that do not contribute significantly to air quality degradation. Policy 3 requires dust abatement measures during grading and construction operations. And Policy 4 requires the City to consider air quality impacts when reviewing discretionary permits for land use proposals. These policies would be applicable to future development. These policies would reduce fugitive dust emissions and ROGs. Future development would also be required to comply with air quality plans such as 2018 PM_{2.5} for the San Joaquin Valley and the 2022 Ozone Plan for the San Joaquin Valley which include regulations set by the SJVACPD and the California Air Resources Board (CARB) to reach attainment for Pm_{2.5} and Ozone in the San Joaquin Valley. Future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review to address potential project level impacts related to air quality. There are no impacts associated with the proposed project.

NO IMPACT

- b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*
- c. Would the project expose sensitive receptors to substantial pollutant concentrations?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements.

In addition, future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review to address potential impacts. Short-term air quality impacts resulting from construction of future development in Bakersfield, such as dust generated by clearing and grading activities, exhaust emissions from gas- and diesel-powered construction equipment, and vehicular emissions associated with the commuting of construction workers will be subject to SJVACPD rules and protocols. Similarly, operational impacts associated with future development in Bakersfield would be addressed by provisions in the Metropolitan Bakersfield General Plan and other regulations and standards that govern air quality in Bakersfield. Impacts identified for an individual project would be addressed through the project approval process specific to concerns for that project.

Therefore, the adoption of the proposed project would not result in a cumulatively considerable net increase of criteria pollutants for which the project region is non-attainment under an applicable federal or state ambient air quality standard or expose sensitive receptors to substantial pollutant concentrations. There are no impacts associated with the proposed project.

NO IMPACT

- d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

The occurrence and severity of potential odor impacts depends on a number of factors, including the nature, frequency, and intensity of the source; the wind speeds and direction; and the sensitivity of the receiving location, each contribute to the intensity of the impact. Although

offensive odors seldom cause physical harm, they can be annoying and cause distress among the public and generate citizen complaints.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to odors or other potential emissions. In addition, SJVACPD's 2002 CEQA *Air Quality Guidelines* land uses associated with odor complaints as wastewater treatment plants, landfills, confined animal facilities, composting stations, food manufacturing plants, refineries, and chemical plants. The Zoning Code text changes and rezones are to encourage residential development and would not facilitate or allow additional industrial or manufacturing beyond what is already allowed under the Zoning Code. Therefore, the proposed project would not create new major sources of odor and would not create objectionable odors to surrounding sensitive land uses. Therefore, there would be no impact.

NO IMPACT

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4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Although Bakersfield is highly urbanized, the city still contains many natural open spaces and distinct ecological communities. Bakersfield includes several designated habitats such as non-native grassland, valley sink scrub, Sierra-Tehachapi saltbrush scrub, valley saltbush scrub, great valley mesquite scrub, and southern cottonwood-willow riparian forest (City of Bakersfield 2022).

“Endangered” species are those considered in imminent danger of extinction due their limited numbers. “Threatened” species refers to those likely to become endangered within the foreseeable future, primarily on a local scale. “Sensitive” species are those that are naturally rare or have been locally depleted or put at risk by human activities. Bakersfield has occurrences of the following special-status species: San Joaquin kit fox, blunt-nosed leopard lizard, tipton kangaroo rat, San Joaquin (Nelson’s) antelope squirrel, Bakersfield cactus, Tulare pseudobahia, California jewelflower, striped adobe lily, and Bakersfield saltbrush (City of Bakersfield 2022).

According to the U.S. Fish and Wildlife Service (USFWS), there is no critical habitat for special-status species within Bakersfield (USFWS 2023).

The Kern River flows through Bakersfield and there are several creeks throughout the city. The Kern River provides habitat for various wildlife. The Kern River Parkway Plan and the Kern River Plan Element includes policies to protect sensitive habitats in and around the Kern River.

Impact Analysis

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The special status species that may occur within Bakersfield are discussed in the setting section above. There are several wetlands and areas of riparian habitat along the Kern River in Bakersfield. There are no wildlife movement corridors within Bakersfield.

The proposed project does not include specific projects but puts forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts to biological resources.

In addition, future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review to address potential impacts. Short-term impacts resulting from construction would be subject to State and City regulations. Similarly, operational impacts would be addressed by provisions in the Metropolitan Bakersfield General Plan and other regulations and standards that govern biological resources in Bakersfield and the region. Specifically, Policy 1 of the Conservation/Biological Resources Element aims to direct development away from “sensitive biological resource” areas unless effective mitigation measures can be implemented. Future projects would also be subject to permitting pursuant to the Clean Water Act (CWA) and California Fish and Game Code (CFGF). Requirements commonly required under the CFGF and CWA include measures to protect streams and bodies of water along with riparian habitats.

Impacts identified for an individual project would be addressed through the project approval process specific to concerns for that project. The proposed project would have no impact to candidate, sensitive or special status species, riparian habitat, state or federally protected wetland or wildlife movement or corridors.

NO IMPACT

- e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

The proposed project, in and of itself, does not include the development of a specific site, rather it includes Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Bakersfield currently has not implemented a Tree Preservation Ordinance and does not regulate tree removal on private property. However, codes 12.40.060 and 12.40.070 of the BMC forbid the removal or trimming of City owned landscaping material. On-going implementation of Bakersfield municipal code and general plan goals and policies through site-specific design review and use permits would reduce potential impact to protected trees. Therefore, the proposed project would have no impact.

NO IMPACT

- f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

The Metropolitan Bakersfield Habitat Conservation Plan expired June 1, 2023 (City of Bakersfield 2022). Currently, Bakersfield does not have an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The proposed project, in and of itself, does not propose specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Future development would be required to comply with federal, State, and local regulations. There would be no impact.

NO IMPACT

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5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

CEQA requires that a lead agency determine whether a project could have a significant effect on historical resources (PRC, Section 21084.1), unique archaeological resources (PRC Section 21083.2 [g]). A historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources (CRHR) (Section 21084.1), a resource included in a local register of historical resources (Section 15064.5[a][2]), or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (Section 15064.5[a][3]).

Impacts to significant cultural resources that affect the characteristics of any resource that qualify it for the National Register of Historic Places (NRHP) or adversely alter the significance of a resource listed in or eligible for listing in the CRHR are considered a significant effect on the environment. These impacts could result from physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired (CEQA Guidelines Section 15064.5 [b][1]). Material impairment is defined as demolition or alteration in an adverse manner [of] those characteristics of a historical resource that convey its historical significance and that justify its inclusion or eligibility for inclusion in the CRHR (CEQA Guidelines Section 15064.5[b][2][A]).

Impact Analysis

- a. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*
- b. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

The City of Bakersfield maintains an inventory of historic buildings and sites within the city. According to that inventory, there are 63 historic sites within Bakersfield (City of Bakersfield 2022c). Most of these sites are clustered in the center of the city along Truxton Avenue.

The City of Bakersfield does not maintain an inventory of archaeological sites, but it is assumed that archaeological sites are present in Bakersfield and the surrounding areas. Therefore, there is potential to encounter unidentified resources on future development sites.

However, the proposed project does not include specific projects but puts forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not create adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5 or cause a substantial adverse change in the significance of an archaeological resource. In addition, future development would be required to comply with federal, State, and local regulations and policies to preserve historical and archeological resources. Therefore, the adoption of the proposed project would have no impact on historical or archaeological resources.

NO IMPACT

- c. *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not disturb human remains, including those interred outside of formal cemeteries. Individual projects are not proposed as part of the proposed project. Development projects are subject to State of California Health and Safety Code Section 7050.5 which states that, if human remains are unearthed, no further disturbance can occur until the county coroner has made the necessary findings as to the origin and disposition of the remains pursuant to the PRC Section 5097.98. Therefore, the adoption of the proposed project would not disturb human remains and there would be no impacts.

NO IMPACT

6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Most of the electricity generated in California is from natural gas-fired power plants, which provided approximately 50 percent of total electricity generated in 2021. In 2021, California used 277,764 gigawatt hours (GWh) of electricity and produced 70 percent of the electricity it used and imported the rest from outside the state (California Energy Commission [CEC] 2021).

In 2018, Senate Bill 100 accelerated the State's Renewable Portfolio Standards Program, codified in the Public Utilities Act, by requiring electricity providers to increase procurement from eligible renewable energy and zero-carbon resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045. Pacific Gas and Electric (PG&E) is the electricity provider that serves Bakersfield. Southern California Gas Comp is the natural gas provider for the City. As of 2021, PG&E provided approximately 50 percent of clean energy mostly sourced from wind, geothermal, biomass, solar and small hydroelectric facilities (PG&E 2021).

Impact Analysis

- a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

The proposed project does not involve or approve physical development and therefore would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. Future development requiring discretionary approval would be required to undergo project-specific evaluation to quantify specific impacts to energy consumption, which would occur during the permitting process for that project. Individual projects would be required to comply with the BMC Chapter 15.05, which adopts the 2022 California Building Code (CBC), which includes Title 24, Part 6 known as the "California Energy Code.", as well as Title 24, Part 11 which outlines the "Green Building Standards Code" or "CALGreen." Future development would also be required to adhere to requirements regarding solar systems pursuant to the most updated Title 24 standards. Adherence to these

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requirements would minimize the potential for future development to result in the wasteful or unnecessary consumption of vehicle fuels. Therefore, there would be no impact.

NO IMPACT

- b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Future development would be subject to the energy conservation requirements of the California Energy Code, the California Green Building Standards Code, and local policies such as the BMC. Therefore, there would be no impact.

NO IMPACT

7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield is located within the San Joaquin Valley at the base of the Sierra Nevada. The valley is a north-west trending trough between the Sierra Nevada on the east and the Coast Range mountains on the west (City of Bakersfield 2002b).

There are several faults near Bakersfield including the San Andreas Fault (35 miles south), the Garlock Fault (35 miles southeast), the Wheeler Ridge Fault (26 miles southwest), the Pleito Fault (27 miles south), the White Wolf Fault (18 miles southeast), the Premier Fault (11 miles north), the Kern Front Fault (5 miles north), and several areas east of the city marked as unnamed ground breaks of the 1952 Earthquake (DOC 2021).

Bakersfield includes potential seismic hazards such as strong ground shaking, fault rupture, liquefaction, earthquake induced landslides, subsidence, landslides, flooding, and potential inundation from the failure of Lake Isabella dam). Specifically, the area in southwestern Bakersfield near Panama Lane is at the highest risk of earthquake induced liquefaction due to the high water table (City of Bakersfield 2022). This area also has the highest risk of subsidence. Risks of liquefaction and subsidence elsewhere in the city are low. Landslides within the city are most likely to occur in the foothills to the east and northeast of the city and along the Kern River Canyon and floodplain (City of Bakersfield 2002b).

Impact Analysis

- a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*

As discussed above under Environmental Setting, the Premier Fault, Kern Front Fault, and unnamed ground breaks of the 1952 earthquake run closest to Bakersfield.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to surface rupture. Furthermore, future development would be required to comply with policies included in the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan including Policy 10 which prevents development designed for human occupancy within 50 feet of a known active fault and prevents buildings from being placed astride an active fault. Future development would also be required to comply with the CBC which sets guidelines seismic safety in construction. There would be no impact.

NO IMPACT

a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Although Bakersfield is not directly in or above a known fault zone, there are several faults that run near the city including the San Andreas Fault, resulting in a potential for strong seismic ground shaking along its alignment.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to geologic hazards. Future development accommodated under the proposed project would be subject to adopted development guidelines and required to adhere to 2022 California Building Code (Title 24, Part 2) requirements, policies in the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan such as Policy 10 prevents development designed for human occupancy within 50 feet of a known active fault and prevents buildings from being placed astride an active fault. In addition, Policy 11 requires site-specific studies to locate and characterize fault traces within an Alquist Priolo Fault Zone for construction designed for human occupancy. Additionally, future development would be subject to BMC Section 16.44.010 which requires a preliminary soil report and grading plan to reduce impacts related to seismic hazards. Therefore, there would be no impacts related to earthquake faults and seismic ground shaking.

NO IMPACT

a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

As discussed in the setting section above, liquefaction risk is highest in southern Bakersfield and landslides are most likely to occur in the foothills east and northeast of the city and along the Kern River Canyon and floodplain.

The proposed project does not propose specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to liquefaction or landslides. Development accommodated under the proposed project would be subject to adopted development guidelines and required to adhere to CBC requirements, policies in the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan, and applicable State and local regulations. BMC Section 16.44.010 which requires a preliminary soil report and grading plan, would be applicable to future development. Additionally, Policy 13 of the Safety/Public Safety Element requires the determination of liquefaction potential at sites with high groundwater prior to development and the implementation of mitigation to prevent or reduce damage from liquefaction would be applicable. Therefore, the proposed project would result in no impacts.

NO IMPACT

b. Would the project result in substantial soil erosion or the loss of topsoil?

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to substantial soil erosion or the loss of topsoil. In addition, future development would be required to comply with CBC, Appendix Section J110, Erosion Control Standards, which ensures appropriate erosion and stormwater pollution control during grading and construction activities. Additionally, future construction activities that occur on more than one acre are required to obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit. NPDES requires the development of a storm water pollution prevention plan (SWPPP), which includes best management practices (BMPs) to reduce erosion and topsoil loss from stormwater runoff. BMPs generally include an effective combination of erosion and sediment controls, which include barriers such as silt fences, hay bales, drain inlet protection, or gravel bags. Impacts identified for an individual project would be addressed through the project approval process specific to concerns for that project. The proposed project would have no impact to substantial soil erosion or the loss of topsoil.

NO IMPACT

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Impacts related to landslides and liquefaction are addressed under *Impacts a.3.* and *a.4.*; therefore, this discussion focuses on impacts related to unstable soils as a result of lateral spreading, subsidence, or collapse. Lateral spreading occurs as a result of liquefaction; accordingly, liquefaction-prone areas would also be susceptible to lateral spreading. Subsidence occurs at great depths below the surface when subsurface pressure is reduced by the withdrawal of fluids (e.g., groundwater, natural gas, or oil) resulting in sinking of the ground. Expansive soils swell with increases in moisture content and shrink with decreases in moisture content. These soils usually contain high clay content. Expansive soils can cause foundations, basement walls and floors to crack, causing substantial structural damage. As such, structural failure due to expansive soils near the ground surface is a potential hazard.

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to lateral spreading, subsidence, or collapse. Further, future development would be required to comply with the CBC's minimum standards for structural design and site development. Therefore, CBC-required incorporation of soil treatment programs (replacement, grouting, compaction, drainage control, etc.) in the excavation and construction plans can achieve an acceptable degree of soil stability to address site-specific soil conditions. In addition, future development would be required to adhere to BMC Section 16.44.010 which requires a preliminary soil report and grading plan to minimize impacts related to unstable soils. Therefore, the

proposed project would have no impacts related to unstable soils as a result of lateral spreading, subsidence, or collapse.

NO IMPACT

- d. *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

Soils that volumetrically increase (swell) or expand when exposed to water and contract when dry (shrink) are considered expansive soils. The potential for soil to shrink and swell depends on the amount and types of clay in the soil. Highly expansive soils can cause structural damage to foundations and roads without proper structural engineering and are less suitable or desirable for development than non-expansive soils because of the necessity for detailed geologic investigations and costlier grading applications.

The proposed project does not propose specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to expansive soils.

In addition, future projects would be required to adhere to State and local requirements, such as the CBC, BMC Section 16.44.010 which requires a preliminary soil report and grading plan, and policy 13 of the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan would require mitigation to be incorporated into foundation design for development in areas of known liquefaction within the city. Additionally, the CBC includes requirements to address soil-related hazards. Typical measures to treat hazardous soil conditions involve removal of soil or fill materials, proper fill selection, and compaction. In cases where soil remediation is not feasible, the CBC requires structural reinforcement of foundations to resist the forces of expansive soils. Therefore, the proposed project would have no impacts related to expansive soils.

NO IMPACT

- e. *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to septic tanks and wastewater disposal. In addition, future development is anticipated to be connected to the municipal waste disposal system. Therefore, the proposed project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater and no impact would occur.

NO IMPACT

- f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Paleontological resources, or fossils, are the evidence of once-living organisms preserved in the rock record. They include both the fossilized remains of ancient plants and animals and the traces thereof (e.g., trackways, imprints, burrows, etc.). Paleontological resources are not found in “soil” but are contained within the geologic deposits or bedrock that underlies the soil layer. There may be paleontological resources within Bakersfield, however, because the proposed project does not involve or approve physical development, the proposed project would not result in impacts to paleontological resources or unique geologic features. In addition, future development requiring discretionary approval would be subject to development plan review to determine potential concerns related to paleontological resources or unique geologic features based on site-specific locations and development design. Therefore, the adoption of the proposed project would not directly or indirectly destroy a unique paleontological resource or site, or unique geologic feature and no impact would occur.

NO IMPACT

8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Gases that absorb and re-emit infrared radiation in the atmosphere are called greenhouse gases (GHGs). The gases widely seen as the principal contributors to human-induced climate change include carbon dioxide (CO₂), methane (CH₄), nitrous oxides (N₂O), fluorinated gases such as hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Water vapor is excluded from the list of GHGs because it is short-lived in the atmosphere, and natural processes, such as oceanic evaporation, largely determine its atmospheric concentrations. GHGs are emitted by natural processes and human activities. Of these gases, CO₂ and CH₄ are emitted in the greatest quantities from human activities. Emissions of CO₂ are usually by-products of fossil fuel combustion, and CH₄ results from off-gassing associated with agricultural practices and landfills. Human-made GHGs, many of which have greater heat-absorption potential than CO₂, include fluorinated gases and SF₆ (U.S. EPA 2023). Different types of GHGs have varying global warming potentials (GWP). The GWP of a GHG is the potential of a gas or aerosol to trap heat in the atmosphere over a specified timescale (generally, 100 years). Because GHGs absorb different amounts of heat, a common reference gas (CO₂) is used to relate the amount of heat absorbed to the amount of the gas emitted, referred to as “carbon dioxide equivalent” (CO₂e), which is the amount of GHG emitted multiplied by its GWP. Carbon dioxide has a 100-year GWP of one. By contrast, methane has a GWP of 30, meaning its global warming effect is 30 times greater than CO₂ on a molecule per molecule basis (IPCC 2021).

Bakersfield currently does not have a city-wide GHG inventory or adopted Climate Action Plan (CAP), however the City is currently in the process of developing a CAP. In 2008 SJVACPD adopted their Climate Change Action Plan (CCAP) which directed the development of guidance to assist Lead Agencies, project proponents, permit applicants, and interested parties in assessing and reducing the impacts of project specific GHG emissions on global climate change. In 2009 SJVACPD adopted guidance which requires individual projects to either implement best management practices (BMPs) or demonstrate a 29 percent reduction in GHG emissions, from business-as-usual for impacts to be considered less than significant (SJVACPD 2012).

Impact Analysis

- a. Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to GHG emissions. Further, development proposals for individual projects would be subject to adopted development guidelines, including standards that govern the emissions of GHGs. The City would require individual projects to comply with the latest Title 24 Green Building Code and Building Efficiency Energy Standards, which would reduce energy use from lighting, water-efficient faucets and toilets, and water efficient landscaping and irrigation. Development within Bakersfield would obtain electrical power from PG&E which sources 50 percent of their power from renewable sources. The proposed project would not generate GHG emissions that may have a significant impact on the environment and would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Therefore, there would be no impact related to GHGs.

NO IMPACT

9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

The Department of Toxic Substances Control (DTSC) regulates hazardous waste in California primarily under the authority of the Resource Conservation and Recovery Act and the California Health and Safety Code. The DTSC also administers the California Hazardous Waste Control Law to regulate hazardous wastes. The Hazardous Waste Control Law lists 791 chemicals and approximately 300 common materials that may be hazardous; establishes criteria for identifying, packaging, and labeling hazardous wastes; prescribes management controls; establishes permit requirements for treatment, storage, disposal, and transportation; and identifies some wastes that cannot be disposed of in landfills.

The DTSC EnviroStor database contains information on properties in California where hazardous substances have been released or where the potential for a release exists. The California State Water Resources Control Board (SWRCB) GeoTracker database contains information on properties in California for sites that require cleanup, such as leaking underground storage tank (LUST) sites, which may impact, or have potential impacts, to water quality, with emphasis on groundwater.

According to databases of hazardous material sites maintained by the DTSC (EnviroStor) and the SWRCB (GeoTracker), Bakersfield has the following types of hazardous sites that are still active or need further investigation: evaluation, voluntary cleanup, state response, corrective action, and school investigation, and cleanup program sites (DTSC 2023; SWRCB 2023). These sites are dispersed throughout the city.

Emergency Preparedness

As required by State law, Kern County has adopted a Standardized Emergency Management System (SEMS) for managing response to multi-agency and multi-jurisdictional emergencies, and to facilitate communications and coordination among all levels of government and affected agencies. In addition, Kern County has adopted its Emergency Operations Plan (EOP) as of March 2022. The Kern County EOP provides for the coordination of emergency operations for the cities within its jurisdiction, including Bakersfield (Kern County 2022). Kern county also adopted an updated multi-jurisdiction Hazard Mitigation Plan (HMP) in 2020 to reduce the loss of life, personal injury, and property damage that can result from a disaster (Kern County 2020).

Impact Analysis

- a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to hazardous material transport, use, or disposal. In addition, the use of potentially hazardous materials during construction of future development would be required to comply with federal, State, and local regulations regarding the handling of potentially hazardous

materials. Likewise, the transport, use, and storage of hazardous materials during future construction would be required to comply with applicable federal and State laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and California Code of Regulations Title 22. Future development would also be guided by the Kern County EOP and HMP.

Use of common household hazardous materials, such as cleaning and degreasing solvents, fertilizers, pesticides, and other materials used in regular property and landscaping maintenance, would also be subject to compliance with applicable federal and State laws, listed previously, as well as Policy 7 of the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan which requires compliance with state and federal laws governing hazardous materials and enforces BMC ordinances regulating the manufacturing, sale, disposal or transport of hazardous materials. With adherence to these policies and regulations, there would be no impact.

NO IMPACT

- c. *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?*

The proposed project in and of itself does not include development and therefore would have no impact on existing or proposed schools. As discussed above, the proposed project would not involve the use or transport of large quantities of hazardous materials. Therefore, no impact would occur.

NO IMPACT

- d. *Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

As discussed in the Environmental Setting above, Bakersfield contains hazardous sites that are still active or require further investigation. The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts on hazardous waste sites or create a hazard to the public or environment. In addition, for future development that could occur on hazardous materials sites, in accordance with existing regulations, the City would coordinate with other agencies to address contamination of soil and groundwater from hazardous materials on various sites and require that contamination be cleaned up to the satisfaction of the City and other responsible agencies prior to issuance of permits for new development. Therefore, there would be no impact.

NO IMPACT

- e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

There are two airports within the Bakersfield Metro Area, Meadows Field Airport and Bakersfield Municipal Airport (City of Bakersfield 2022). Meadows Field serves as a commercial airport for Kern County while the Airpark is a general aviation airport. The proposed project does not involve or approve physical development. Future development in Bakersfield would be required to adhere to

the master plans for both airports within Bakersfield. This would ensure that future development would not result in a safety hazard or excessive noise. There would be no impact.

NO IMPACT

- f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to emergency response plans and emergency evacuation plans. Further, implementation of the SEMS, EOP and HMP would provide guidance during unique situations requiring an unusual or extraordinary emergency response. Additionally, as part of standard development procedures, plans would be submitted for review and approval to ensure that future development would have adequate emergency access and escape routes in compliance with existing City regulations. Additionally, the Safety/Public Safety Element of the Metropolitan Bakersfield General Plan includes policies to ensure the enforcement of emergency response plans and require discretionary approval projects to assess impacts on police and fire service facilities. The proposed project would not introduce features or policies that would preclude implementation of or alter these policies or procedures. There would be no impact.

NO IMPACT

- g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?*

As discussed in Section 20, *Wildfire*, Bakersfield does not lie within a State Responsibility Area (SRA) or very high fire hazard severity zone (VHFHSV) as designated by the California Department of Forestry and Fire Protection (CAL FIRE) (CAL FIRE 2007). The proposed project, in and of itself, does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to loss, injury, or death caused by wildland fires. Further, future development would be required to comply with Policy 9 of the Metropolitan Bakersfield General Plan which restricts the use of fire prone building materials and Policy 2 which requires discretionary projects to assess the impacts to fire services. Additionally, future development would be required to comply with the California Fire Code to ensure development is constructed to safeguard life and property from wildfire hazards. Therefore, there would be no impact.

NO IMPACT

10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Water Supply

Bakersfield is serviced by the Bakersfield District of California Water Service (CWS). The City of Bakersfield receives water sourced from 51 groundwater wells, the Kern River, and treated water purchased from the Kern County Water Agency (CWS 2023). The water sourced from the Kern River is treated with advanced membrane filtration at surface water treatment plants owned by CWS and Kern County Water Agency (City of Bakersfield 2020).

Surface Water

The Kern River flows through Bakersfield. The Kern River watershed covers approximately 3,612 square miles. The State Water Project California Aqueduct flows through the center of the city. Additionally, the Eastside Canal and Caliente Creek are located in east Bakersfield.

Groundwater

Bakersfield is located within the San Joaquin Valley-Kern County Groundwater Basin which is identified as high priority basin (Department of Water Resources [DWR] 2023). Water is supplied to Bakersfield from this subbasin through 51 groundwater wells. The City of Bakersfield is part of the Kern River Groundwater Sustainability Agency (KRGSA). KRGSA adopted their groundwater sustainability plan (GSP) in 2019 and the plan was amended in July 2022.

Water Quality

Water quality in Bakersfield is governed by the Central Valley Regional Water Quality Control Board (CVRWQCB). According to the 2020 Water Quality Report, drinking water in Bakersfield is in compliance with primary and secondary drinking water standards (California Water Service 2020).

Flooding

The Federal Emergency Management Agency (FEMA) establishes base flood elevations (BFE) for 100-year and 500-year flood zones and establishes Special Flood Hazard Areas (SFHA). SFHAs are those areas within 100-year flood zones or areas that will be inundated by a flood event having a one percent chance of being equaled or exceeded in any given year. The 500-year flood zone is defined as the area that could be inundated by the flood which has a 0.2 percent probability of occurring in any given year, or once in 500 years, and is not considered an SFHA. Most areas of Bakersfield are within Flood Zone X which indicates a 0.2-1 percent chance of annual flood hazard.

Dam Inundation

Flooding could potentially result from the failure of Isabella Dam which is located approximately 40 miles northeast of Bakersfield. The dam has the capacity to hold 570,000 acre feet of water and is built near a major earthquake fault (City of Bakersfield 2002b). If an earthquake were to cause the dam to fail it has the potential to flood 60 square miles of metropolitan Bakersfield and the surrounding areas of Oildale and Greenacres. The probability of dam failure is extremely low (City of Bakersfield 2002b).

Impact Analysis

- a. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts that violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. In addition, future development would be subject to compliance with existing regulations, standards, and guidelines established by the federal, State, and local agencies in addition to the goals and policies in the Metropolitan Bakersfield General Plan and BMC related to water quality. This includes compliance with the requirements of the SWRCB Construction General Permit, which requires preparation and implementation of a SWPPP for projects that disturb one acre or more of land. The SWPPP must include erosion and sediment control BMPs that would meet or exceed measures required by the Construction General Permit, as well as those that control hydrocarbons, trash, debris, and other potential construction-related pollutants. Post-construction stormwater performance standards are also required to specifically address water quality and channel protection events. Implementation of these BMPs would prevent or minimize environmental impacts and ensure that discharges during the construction phase of new development would not cause or contribute to the degradation of water quality in receiving waters.

NO IMPACT

- b. *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*
- e. *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not, in and of itself, result in impacts that would substantially decrease groundwater supplies or interfere substantially with groundwater recharge that would impede sustainable groundwater management of the basin, or conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. In addition, future development would be required to comply with Provision C.3 of the MRP which promotes infiltration. Implementation of LID measures would increase absorption of stormwater runoff and the potential for groundwater recharge. Future development would not conflict with implementation projects or goals outlined in the GSA to preserve water quality and groundwater supplies in the area. Therefore, there would be no impact.

NO IMPACT

- c(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?*
- c(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
- c(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*
- c(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts that would substantially alter the existing drainage pattern of a site or area, resulting in substantial erosion, flooding, surface runoff, or redirection of flood flows. In addition, future development would be required to comply with BMC Section 14.12.220 which describes prohibited discharges. Additionally, pursuant to BMC Section 8.34.060 future projects would be required to comply with a NPDES permit issued for discharge, as well as BMPs for construction. Operators of a construction site would also be responsible for preparing and implementing a SWPPP that outlines project specific BMPs to control erosion, sediment release, and otherwise reduce the potential for discharge of pollutants in stormwater. Therefore, the proposed project would not generate a substantial increase in runoff that would result in substantial erosion, siltation, flooding on- or off-site; or increase polluted runoff. There would be no impact.

Further, future development would be required to comply with existing programs and permits such as the Municipal Regional Stormwater NPDES Permit (No. CA 00883399). Development design would include BMPs to avoid adverse effects associated with stormwater runoff quality. Specifically, future development would be required to implement LID Measures and on-site infiltration, as required under the C.3 provisions of the Municipal Regional Stormwater Permit (MRP). Additionally, future development would be required to comply with policies outlined in the Public Services and Facilities Element of the Metropolitan Bakersfield General Plan and regulations outlined in Chapter 8.35, Stormwater System, of the BMC. Therefore, the proposed project would not violate water quality standards or waste discharge requirements, and there would be no impact.

NO IMPACT

- d. *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not, in and of itself, result in impacts regarding flood hazards. In addition, future development would be reviewed for consistency with federal, State, and local requirements to limit flood hazards, including release of pollutants. As discussed in the Environmental Setting above, most of Bakersfield is within Flood Zone X (FEMA 2023). Future development would be required to comply with BMC Section 15.74.120, which contains standards for construction in flood zones, including using building materials and techniques and ensures that flood-resistant design occurs per the most restrictive provisions available. The Kern County Multi-jurisdictional Hazard Mitigation Plan, which covers Bakersfield and sets guidelines to reduce risk and preventing loss from natural hazard events, including floods and mitigation strategies. Therefore, the proposed project would not result in impacts related to the release of pollutants due to project inundation.

NO IMPACT

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11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield has a mix of residential, industrial, commercial, and agricultural/open space within the city. Agriculture and open space are primarily concentrated around the edges of the city, while industrial, commercial, and residential uses are dispersed throughout the center of the city (City of Bakersfield 2022).

Impact Analysis

a. *Would the project physically divide an established community?*

The proposed project consists of Zoning Code changes and rezones that do not involve or approve physical development. Therefore, it would have no impact on dividing an established community. Further, the proposed project would prioritize the development of new housing on infill and appropriately zoned vacant sites within areas of Bakersfield. Future development facilitated by the proposed project would be located near public transportation, schools, retail, and other services and would not involve the construction of new roads, railroads, or other features that may physically divide established communities in Bakersfield. Consequently, the proposed project would not impact the physical division of an established community. No impact would occur.

NO IMPACT

b. *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

The Zoning Code changes included in the proposed project would serve to encourage new housing throughout Bakersfield and bring the Zoning Code in alignment with state law.

The proposed project would encourage housing development in the city. Future development would be reviewed by the City for consistency with adopted local and State laws, regulations, standards, and policies. Impacts related to conflicts with land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect would have no impact.

NO IMPACT

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12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield is in a major oil producing region and there are oil, natural gas, sand, and gravel resources within the city. The city of Bakersfield has 590 oil and gas wells which are spread throughout the city (City of Bakersfield 2022). The city also has sand and gravel extraction areas which are concentrated along the floodplain and alluvial fan of the Kern River. Additionally, there is potential for gemstones and fossils in the foothills of the Sierra Nevada Mountains which are outside of the city (City of Bakersfield 2002b).

Impact Analysis

- Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not, in and of itself, result in impacts to mineral resources. In addition, future development would be required to comply with the Surface Mining and Reclamation Act (SMARA) and with policies included in the Metropolitan Bakersfield General Plan including Policies 4, 5, 9, 10, and 11. These general pan policies require land use decisions to be made recognizing the need for conservation of mineral resources, fossils, and gemstones, protection of signification mineral and petroleum areas, the implementation of CEQA to reduce environmental impacts, and the prohibition of incompatible development in areas of mineral and petroleum extraction and processing. Adherence to these polices would ensure that impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Noise

Environmental noise levels typically fluctuate over time, and different types of noise descriptors are used to account for this variability. The unit of measurement used to describe a noise level is the decibel (dB). Decibels are measured on a logarithmic scale that quantifies sound intensity. A doubling of the energy of a noise source, such as a doubling of traffic volume, would increase the noise level by 3 dB; similarly, dividing the energy in half would result in a decrease of 3 dB. Noise sensitive land uses generally include residences, hospitals, schools, churches, libraries, and parks.

Ground-borne Vibration

Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. The primary concern from vibration is that it can be intrusive and annoying to building occupants and vibration-sensitive land uses. Vibration amplitudes are usually expressed in peak particle velocity (PPV) or root mean square (RMS) vibration velocity. The PPV and RMS velocity are normally described in inches per second (in./sec.). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal. A PPV of 0.035 is considered barely noticeable while a PPV of 2.00 is considered severe (Caltrans 2020). Vibration sensitive receivers, which are similar to noise-sensitive receivers, include residences and institutional uses, such as hospitals, schools, and churches. However, vibration-sensitive receivers

also include buildings where vibrations may interfere with vibration-sensitive equipment that is affected by vibration levels that may be well below those associated with human annoyance (e.g., recording studios or medical facilities with sensitive equipment).

Descriptors

The impact of noise is not a function of loudness alone. The time of day when noise occurs, and the duration of the noise are also important. In addition, most noise that lasts for more than a few seconds is variable in its intensity. Consequently, a variety of noise descriptors has been developed. The noise descriptors used for this analysis is the community noise equivalent level (CNEL).

- The L_{eq} is defined as the single steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period. Typically, L_{eq} is equivalent to a one-hour period, even when measured for shorter durations as the noise level of a 10- to 30-minute period would be the same as the hour if the noise source is relatively steady. L_{max} is the highest Root Mean Squared (RMS) sound pressure level within the sampling period, and L_{min} is the lowest RMS sound pressure level within the measuring period (Crocker 2007).
- The CNEL is a 24-hour equivalent sound level with an additional 5 dBA penalty to noise occurring in the evening hours, between 7:00 p.m. and 10:00 p.m. and an additional 10 dBA penalty to noise occurring during the night, between 10:00 p.m. and 7:00 a.m., to account for the added sensitivity of humans to noise during these hours (Caltrans 2013). Quiet suburban areas typically have a CNEL in the range of 40 to 50 dBA, while areas near arterial streets are in the 50 to 70+ CNEL range (FTA 2018).

Noise Sensitivity

The Metropolitan Bakersfield General Plan identifies residential areas, schools, convalescent and acute care homes, and parks and recreational areas as noise sensitive areas. These uses are dispersed throughout the city. The largest sources of noise within the city are vehicles on state highways and major local streets, aircraft overflight from nearby airports, and local industrial and commercial activity (City of Bakersfield 2022).

Impact Analysis

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not, in and of itself, result in generation of a substantial temporary or permanent increase in ambient noise or vibration levels in Bakersfield. In addition, residential uses typically do not generate substantial levels of noise or vibration. Development proposals for individual projects would be subject to adopted development guidelines. Construction and operation of future development would be required to comply with Bakersfield's noise ordinance and policies included

in the Noise Element of the Metropolitan Bakersfield General Plan. The Bakersfield noise ordinance specifically prohibits construction activities before 6 a.m. and after 9 p.m. Monday through Friday, and before 8 a.m. and after 9 p.m. on Saturdays and Sundays. Therefore, future construction activities would not generate noise or vibration during regular sleep hours. Future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review. No impact would occur.

NO IMPACT

- c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts involving airport safety. Furthermore, future development would be required to comply with regulations and policies included in the airport land use plans for Meadows Field Airport and Bakersfield Municipal Airpark which are both within Bakersfield. With adherence to these policies no impact would occur.

NO IMPACT

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14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Table 1 provides the 2023 estimates of population and housing for Bakersfield. Bakersfield has an estimated 2023 population of 408,373 and 137,327 housing units, with an average household size of 3.06 people (California Department of Finance [DOF] 2023).

Table 1 Current Population and Housing Stock for Bakersfield

	City of Bakersfield	Kern County
Population (#of people)	408,373	907,476
Average Household Size (persons/household)	3.06	3.07
Total Housing Units (# of units)	137,327	308,365
Vacant Housing Units	5,134 (3.7%)	20,660 (6.7%)
Source: DOF 2023		

Kern COG's Regional Growth Forecasts for 2020 through 2050 is the most recent regional long-range plan and regional growth forecast for Kern County (Kern COG 2019). The growth projections for Kern County are shown in Table 2.

Table 2 Kern COG's Regional Growth Forecasts for Kern County

	2010	2050 (Projected)	Projected Growth (Percent Increase)
Housing (# of units)	252,200	362,100	109,900 (44%)
Employment (# of jobs)	275,000	402,200	127,200 (46%)
Source: Kern COG 2019			

Impacts related to population are generally social or economic in nature. Under CEQA, a social or economic change generally is not considered a significant effect on the environment unless the changes are directly linked to a physical change.

Impact Analysis

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Therefore, the project would not induce substantial unplanned growth but rather is intended to accommodate the growth that is anticipated to occur in Bakersfield. The proposed project would not involve the extension of roads or other infrastructure that could indirectly lead to population growth. Rather, the proposed project is intended to accommodate the growth that is anticipated to occur in Bakersfield and bring the Zoning Code into alignment with state law. Thus, the proposed project would not induce substantial unplanned population growth in an area, either directly or indirectly, and there would be no impact.

NO IMPACT

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not displace substantial numbers of existing people or housing. Further, future potential displacement that would occur is required by California Government Code Section 7261(a) to proactively provide relocation assistance advisory services to all persons displaced. Therefore, the adoption of the proposed project would not displace substantial numbers of existing people or housing and no impact would occur.

NO IMPACT

15 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1 Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

The Bakersfield Fire Department (BFD) provides fire protection and emergency medical services for Bakersfield. There are 14 fire stations throughout the city and 240 sworn, support, and reserve fire personnel (City of Bakersfield 2023).

The Bakersfield Police Department provides police services including patrol, traffic services, investigations, and animal control to Bakersfield. There are three police stations within the city.

The Bakersfield City School District operates 34 elementary schools and ten middle schools. (Bakersfield City School District 2023) The Kern High School district operates 19 high schools, six alternative education schools, and one adult school (Kern High School District 2023).

Impact Analysis

- a.1. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

- a.2. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*
- a.3. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*
- a.4. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*
- a.5. *Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development but rather is intended to accommodate the growth that is anticipated to occur in Bakersfield, the project would not result in impacts related to public facilities and services. In addition, future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review and would be subject to adopted development guidelines, including standards that govern public facilities, services, and adequate fire and public safety protections. Additionally, policies in the Safety/ Public Safety Element of the Metropolitan Bakersfield General Plan such as policy 2 which would require discretionary projects to assess impacts on police and fire services would apply to future development. Therefore, the proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered public facilities and there would be no impact.

Impacts related to parks are discussed in Section 16, *Recreation*, and impacts related to other public facilities such as water, wastewater, stormwater, and solid waste infrastructure are discussed in Section 10, *Hydrology and Water Quality*, and Section 19, *Utilities and Service Systems*.

NO IMPACT

16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

The City of Bakersfield's Recreation and Parks Department maintains 61 parks, four public pools, 13 spray parks, two sports complexes and two skate parks within the city (City of Bakersfield 2002b).

Impact Analysis

- Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to recreational facilities. In addition, development proposals for individual projects would be subject to adopted development guidelines, including standards that govern recreational facilities. Therefore, the proposed project would not increase the use of existing recreational facilities or require the construction or expansion of recreational facilities. Thus, there would be no impact.

NO IMPACT

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17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

The City's General Plan Circulation Element identifies the existing transportation conditions of the City, existing and future roadways, bicycle trails, and pedestrian trails. Route 99 is a north-south facing freeway that runs through Bakersfield, which connects with Route 58, an east-west facing freeway. SR 204 and 178 are also partially within the metropolitan area and carry Bakersfield traffic throughout the area. Transit service in Bakersfield is provided by local buses, intercity buses, AMTRAK and paratransit services. The Local bus operator is Golden Empire Transit (GET). Intercity bus operators include Greyhound, Orange Belt Stages, Airport Bus of Bakersfield and Kern County. Two major railroads provide freight service to Bakersfield: Burlington Northern-Santa Fe and Southern Pacific. The California Highspeed Rail is currently undergoing construction as of 2021, with a planned stop in Downtown Bakersfield (City of Bakersfield 2022). There are roughly 176 miles of bike lanes that exist on various streets within the city (City of Bakersfield 2022). Bakersfield's Bike Transportation Plan guides the future development of bicycle facilities and programs in the city (City of Bakersfield 2013).

In 2018, CEQA Guidelines Section 15064.3 was finalized to help determine the significance of transportation impacts. Beginning on July 1, 2020, level of service (roadway congestion) is no longer considered an acceptable metric for analyzing transportation impacts under CEQA. Instead, jurisdictions must adopt vehicle miles traveled (VMT) thresholds to analyze impacts related to the number of automobile trips and miles traveled.

Impact Analysis

- a. *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to conflicts with a program, plan, ordinance, or policy addressing the circulation system.

Bakersfield's Bicycle Transportation Plan includes plans, policies, and implementation projects to promote bicycling within the city. Future development would not conflict with this plan and would be required to adhere to the policies within it. Additionally, Bakersfield's Pedestrian Access Plan includes recommendations for improvements to the Bakersfield pedestrian environment with an emphasis on connecting pedestrians to transit services (City of Bakersfield 2020). The proposed project would not conflict with this plan.

Furthermore, future development would be required to comply with policies included in the Metropolitan Bakersfield General Plan including policy 34 which requires development review to determine a project's impact on the transportation system, policy 35 which requires new development in incorporated areas to provide transportation facilities such as streets, curbs, and traffic control devices on site, policy 37 which requires new development to pay for necessary transportation improvements in the project vicinity, and policy 39 which requires new development to pay or participate in its pro-rata share of the expansion of transportation facilities it necessitates. Future development would also be required to comply with Policy 9 included in the Bikeways section of the Circulation Element of the Metropolitan Bakersfield General Plan which requires new subdivisions to provide bikes lanes on collector and arterial streets and policy 10 which encourages the construction of subdivisions to include internal bike paths.

Therefore, the proposed project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. There would be no impact.

NO IMPACT

- b. *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to VMT. In addition, future development would be required to adhere to federal, State, and local policies and regulations. Therefore, the proposed project would not conflict with conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). There would be no impact.

NO IMPACT

- c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts related to hazards related to a geometric design feature or incompatible use. In addition, future development would be required to adhere to federal, State, and local policies and regulations including those policies included in the Metropolitan Bakersfield General Plan and would be reviewed and required to be consistent with appropriate regulations and design standards in effect at the time, such as adequate sight distance at new driveways between vehicles entering and exiting the driveways and pedestrians on the adjacent sidewalk, as well as motor vehicles and bicycles on the adjacent street, as outlined by Section 17,08.175 of the BMC.

Therefore, the proposed project would not substantially increase hazards due to a geometric design feature or incompatible use, and there would be no impact.

NO IMPACT

- d. *Would the project result in inadequate emergency access?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in inadequate emergency access. In addition, the City maintains the roadway network which would provide access to new development sites in accordance with industry design standards, which ensures that the physical network would be free of obstructions to emergency responders. Emergency access to new development sites would be subject to review by the City of Bakersfield and responsible emergency service agencies, thus ensuring that future projects would be designed to meet all emergency access and design standards.

Additional vehicles associated with new development sites could increase delays for emergency response vehicles during peak commute hours. However, emergency responders maintain response plans which include use of alternate routes, sirens, and other methods to bypass congestion and minimize response times. In addition, California law requires drivers to yield the right-of-way to emergency vehicles and remain stopped until the emergency vehicle passes to ensure the safe and timely passage of emergency vehicles.

Future development requiring discretionary approval accommodated under the proposed project would undergo project-specific developmental review to ensure consistency with the City's existing and planned circulation network; and ensure that the construction of new features would not impede emergency access. These review processes would evaluate the design of future projects' emergency access schematics, which would minimize the potential for the creation of inadequate emergency access. Therefore, no impact would occur.

NO IMPACT

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18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

AB 52 established that “A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment” (PRC Section 21084.2). It further stated that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3).

PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying these criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to “begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.” Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency.

California Government Code Section 65352.3 (adopted in 2004 pursuant to the requirements of SB 18 [SB 18]) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a general or specific plan. The tribal organizations eligible to consult have traditional lands in a local government’s jurisdiction, and are identified, upon request, by the NAHC. As noted in the California Office of Planning and Research’s Tribal Consultation Guidelines (2005), “The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places.”

Impact Analysis

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?*
- b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

The City sent notification letters on June 22, 2023 to eleven tribal representatives from nine Native American organizations (Big Pine Paiute Tribe of Owens Valley, Chumash Council of Bakersfield, Kitanemuk & Yowlumne Tejon Indians, Tejon Indian Tribe, Tule River Indian Tribe, Santa Rosa Rancheria, Kawaiisu Tribe, Tubatulabals of Kern Valley, and Kern Valley Indian Council) based on a list of contacts provided by the NAHC. The city did not receive any responses requesting additional consultation under AB 52 or SB 18. The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not have an impact related to tribal cultural resources. Further, development proposals for individual projects would be subject to adopted development guidelines, including standards that govern archaeological resources as described in Section 5, *Cultural Resources*, and disposition of human remains as governed by Health and Safety Code Section 7050.5 and PRC Sections 5097.94 and 5097.98. Therefore, there would be no impact.

NO IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

Bakersfield is serviced by the Bakersfield District of California Water Service (CWS). The City of Bakersfield receives water sourced from 51 groundwater wells, the Kern River, and treated water purchased from the Kern County Water Agency (CWS 2023). The water sourced from the Kern River is treated with advanced membrane filtration at surface water treatment plants owned by CWS and Kern County Water Agency (City of Bakersfield 2020). The Kern Sanitation Authority provides wastewater services to the city of Bakersfield. The city's Public Works Department Solid Waste Division manages all solid waste retrieval and disposal throughout the city. Telecommunications services in Bakersfield are provided by private companies, including AT&T, Verizon, T-Mobile, and Comcast Cable which provides internet, phone, and television. PG&E provides electricity and natural gas services to Bakersfield.

Impact Analysis

- a. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- b. *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*
- c. *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

The proposed project does not involve or approve physical development. Individual projects would be individually reviewed to ensure that adequate utility services would be provided to each site. Future development would be concentrated in urban areas that are served by existing utilities infrastructure, including potable water, wastewater, stormwater drainage, electrical power, natural gas, and telecommunications facilities. All development would also be required to comply with all utility service standards set in the BMC and Metropolitan Bakersfield General Plan such as Policy 5 in the Public Services and Facilities Element which requires new development to pay a pro rata share or necessary municipal utility expansions. Impacts identified for an individual project would be addressed through the project approval process.

Water Supply

The precise location and connection would be determined at the time development is proposed. Should new connections or upgrades be required, such upgrades would be subject to subsequent city review and would be subject to fees according to Policy 5 in the Public Services and Facilities Element of the Metropolitan Bakersfield General Plan. Chapter 8 of California Water Service's 2020 Urban Water Management Plan (UWMP) includes a water shortage contingency plan which would be implemented in the case of a water shortage in Bakersfield (CWS 2020). In the case that a water shortage occurs, future development would be required to comply with necessary demand reduction measures outlined in the water shortage contingency plan. The proposed project would not result in inadequate water supply.

Stormwater

Future development would be evaluated to determine adequacy of utility infrastructure as part of the standard City development review process. See also Section 10, *Hydrology and Water Quality*.

Wastewater Generation

Wastewater treatment for future development would be provided by existing infrastructure within Bakersfield. Project development would be required to comply with the regulations to maintain wastewater capacity in Bakersfield. Future development would be evaluated to determine adequacy of utility infrastructure as part of the standard city development review process including approval by the Public Works Department. The proposed project would not result in impacts to wastewater.

Electricity, Natural Gas, and Telecommunications

Future residential development in conformance with the proposed project would be evaluated to determine adequacy of utility infrastructure as part of the standard City development review process. The proposed project would not result in impacts to electricity, natural gas, or telecommunications. No impact would occur.

NO IMPACT

- d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

The proposed project does not involve or approve physical development. Therefore, the proposed project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Further individual development projects would be required to comply with federal, state, and local management and reduction statutes and regulations. This includes CalRecycle regulations found in Title 14 and Title 27 of the California Code of Regulations. There would be no impact.

NO IMPACT

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20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Setting

The Bakersfield Fire Department (BFD) is responsible for protecting life, property, and the environment within the city. The Kern County EOP provides for the coordination of emergency operations for the cities within its jurisdiction, including Bakersfield.

No part of Bakersfield is within a State Responsibility Area (SRA). There are small areas in north and northeastern Bakersfield that are within a Local Responsibility Area (LRA) with moderate and high fire hazard severity zones (CAL FIRE 2007). There are no very high fire hazard severity zones (VHFHSZ) within or adjacent to the city.

In addition, the location of the city and existing environmental factors do not promote a high risk for exposure to pollutant concentrations. Prevailing winds in Bakersfield generally move from west to east across the city (WeatherSpark n.d.).

Impact Analysis

- a. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?*
- b. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

The city of Bakersfield is not within an SRA or VHFHSZ. Further, the proposed project does not involve or approve physical development and therefore it would not, in and of itself, have an impact on adopted emergency response or evacuation plan or pollutant concentrations from wildfire. Future development would be required to comply with the California Fire Code as adopted in Chapter 15.65 of the BMC, the Kern County EOP, and the Metropolitan Bakersfield General Plan. Compliance with these regulations and policies would ensure that there would be no impact.

NO IMPACT

- c. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

Bakersfield is not within or near an SRA or VHFHSZ. The proposed project does not propose specific projects but puts forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Therefore, the proposed project would not have an impact on wildfire safety. In addition, most roads and utility infrastructure required for future development would be existing or would occur in currently developed areas. Therefore, there would be no impact.

NO IMPACT

- d. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

Bakersfield is not within or near an SRA or VHFHSZ. Further, the city is generally flat. Therefore, there would be low risk of downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes within the city. The proposed project puts forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not have an impact related to wildfire. Therefore, there would be no impact.

NO IMPACT

21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

The proposed project, in and of itself, does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not have the potential to substantially degrade the quality of the environment. Adoption of the proposed project would not have a substantial adverse effect, either directly or

through habitat modifications, on species identified as a candidate, sensitive, or special status species. In addition, the proposed project would not have a substantial adverse effect on riparian habitat or sensitive natural community.

Through the City's development review process, future development projects would be evaluated for potential direct and indirect impacts on biological and cultural resources. Therefore, the proposed project would not substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory and no impacts would occur.

NO IMPACT

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not result in impacts that are individually limited, but cumulatively considerable. In addition, through the City's development review process, future development projects would be evaluated for potential cumulative impacts and for consistency with all applicable policies of the City's General Plan, Zoning Ordinance, and City Code. Through this development review process, potential cumulative impacts to various natural and human-made resources would be evaluated. Adoption of the proposed project would not have impacts that are individually limited or cumulatively considerable. No impact would occur.

NO IMPACT

- c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

The proposed project does not include specific projects but sets forth Zoning Code changes and rezones which would encourage new housing in Bakersfield and update the Zoning Code to be consistent with recently enacted State requirements. Because the proposed project does not involve or approve physical development and because these changes are designed to be compatible with growth envisioned by the Metropolitan Bakersfield General Plan, the proposed project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. Through the City's development review process, future residential development projects would be evaluated for potential direct and indirect impacts on human beings. Therefore, the proposed project would not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly and no impacts would occur.

NO IMPACT

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- Weatherspark. N.d. Weather in Bakersfield California. <https://weatherspark.com/y/1451/Average-Weather-in-Bakersfield-California-United-States-Year-Round#:~:text=The%20predominant%20average%20hourly%20wind,of%2074%25%20on%20July%2018..> (Accessed June 2023).

List of Preparers

Rincon Consultants, Inc. prepared this Initial Study under contract to the City of Bakersfield. Persons involved in data gathering analysis, project management, and quality control are listed below.

Rincon Consultants, Inc.

Matt Maddox, MESM, Principal in Charge
 Karly Kaufman, MESM, Project Manager
 Hannah Bireschi, Environmental Planner
 Gina Gerlich, GIS Analyst
 Debra Jane Seltzer, Publishing Specialist
 Yaritza Ramirez, Publishing Specialist

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Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Kern

1115 Truxtun Ave #5

Bakersfield, CA 93301

From: (Public Agency): City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301

(Address)

Project Title: Zoning Code Classifications and Text Changes Project

Project Applicant: City of Bakersfield

Project Location - Specific:

Citywide

Project Location - City: Bakersfield Project Location - County: Kern

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project includes text-only changes of the Bakersfield Zoning Code to promote the development of housing in the city and to ensure consistency with the Housing Element Update and State law. These text changes in and of themselves would not result in growth or increased development in Bakersfield. Additionally, the project includes change in zone classifications on approximately 1,826 acres in various properties throughout the City to address evolving community needs, enhancing housing options, and providing compatibility with the City's long-term development goals in support of the Bakersfield General Plan comprehensive update; specifically, the Housing Element. These rezones would be consistent with the growth projections and buildout assumptions of the General Plan EIR.

Name of Public Agency Approving Project: City of Bakersfield

Name of Person or Agency Carrying Out Project: City of Bakersfield

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268); ☒ Common sense exemption (Sec. 15061(b)(3))
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project is Zoning Code text changes and rezones that do not propose any development and would not accommodate new development beyond what is currently allowed under existing Zoning regulations and General Plan growth projections. Therefore, the project would not result in any significant impacts to the environment. The project does not trigger any exemptions included in CEQA Guidelines Sections 15300.2(a) through (f).

Lead Agency

Contact Person: Jose Fernandez Area Code/Telephone/Extension: (661) 326-3778

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ■ Yes No

Signature: [Signature] Date: 2/20/24 Title: Associate Planner

■ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

RESOLUTION NO. _____

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE CLASSIFICATION FROM A (AGRICULTURE), E (ESTATE), E-1A (ESTATE ONE FAMILY DWELLING – 1 ACRE MINIMUM), R-S (RESIDENTIAL SUBURBAN), R-S-10A (RESIDENTIAL SUBURBAN – 10 ACRE MINIMUM), R-S-5A (RESIDENTIAL SUBURBAN – 5 ACRE MINIMUM), R-1 (ONE FAMILY DWELLING), R-1-4.5(ONE FAMILY DWELLING 4,500 SF MINIMUM LOT SIZE), R-1-CH (ONE FAMILY DWELLING-CHURCH OVERLAY), R-1-CH-HD (ONE FAMILY DWELLING-CHURCH AND HILLSIDE DEVELOPMENT OVERLAY), R-1-HD (ONE FAMILY DWELLING - HILLSIDE DEVELOPMENT OVERLAY), R-2 (LIMITED MULTIPLE FAMILY DWELLING), R-2/PUD (LIMITED MULTIPLE FAMILY DWELLING/PLANNED UNIT DEVELOPMENT), R-3 (MULTIPLE FAMILY DWELLING), PCD (PLANNED COMMERCIAL DEVELOPMENT), C-O (PROFESSIONAL AND ADMINISTRATIVE OFFICE), C-O/PCD (PROFESSIONAL AND ADMINISTRATIVE OFFICE/PLANNED COMMERCIAL DEVELOPMENT), C-1 (NEIGHBORHOOD COMMERCIAL), C-2 (REGIONAL COMMERCIAL), C-2/PCD (REGIONAL COMMERCIAL/PLANNED COMMERCIAL DEVELOPMENT), M-1 (LIGHT MANUFACTURING), M-2 (GENERAL MANUFACTURING), AND P (AUTOMOBILE PARKING) TO MX-1 (MIXED-USE NEIGHBORHOOD), MX-2 (MIXED-USE TRANSIT), R-2 (SMALL LOT SINGLE-UNIT DWELLING), R-3 (MEDIUM DENSITY MULTI-UNIT DWELLING), R-4 (HIGH-DENSITY MULTI-UNIT DWELLING), R-4-HD (HIGH-DENSITY MULTI-UNIT DWELLING – HILLSIDE DEVELOPMENT OVERLAY), AND R-5 (VERY-HIGH DENSITY MULTI-UNIT DWELLING) ON APPROXIMATELY 790 ACRES THROUGHOUT THE CITY OF BAKERSFIELD (ZC NO. 24-0055).

WHEREAS, the City of Bakersfield filed an application requesting an amendment to official zoning map in Title 17 of the Bakersfield Municipal Code by changing the zone classification from A, E, E-1A, R-S, R-S-10A, R-S-5A, R-1, R-1-4.5, R-1-CH, R-1-CH-HD, R-1-HD, R-2, R-2/PUD, R-3, PCD, C-O, C-O/PCD, C-1, C-2, C-2/PCD, M-1, M-2, and P to MX-1, MX-2, R-2, R-3, R-4, R-4-HD, and R-5, located in various properties throughout the City of Bakersfield to facilitate compliance with California's Housing Element Law (the "Project"); and

WHEREAS, the Project proposes to facilitate compliance with California's Housing Element Law; and

WHEREAS, the Secretary of the Planning Commission set Thursday, February 29, 2024 at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the Project as required by Government Code Section 65353, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, at the public hearing (no testimony was received either in support or opposition of the Project) (testimony was received only in support/opposition/both in support and opposition of the Project); and

WHEREAS, the facts presented in the staff report and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

1. Public notice for the proposed project and environmental determination was advertised in *The Bakersfield Californian*, a local newspaper of general circulation, 10 days prior to the hearing.
2. The provisions of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is exempt under CEQA, and a Notice of Exemption was prepared.
3. The public necessity, general welfare, and good planning practices justify the Project.
4. The Project is compatible with the zone districts and development of surrounding properties and is consistent with the Housing Element of the Metropolitan Bakersfield General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Bakersfield Planning Commission as follows:

1. The above recitals, incorporated herein, are true and correct.
2. The Project has been found to be exempt from the requirements of the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) ("general rule" or "common sense"), and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory).
3. The Project is hereby recommended for approval by the City Council, incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the maps as shown in Exhibit A and incorporated herein.

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a special meeting thereof held on the 29th day of February 2024, on a motion by _____ and seconded by _____, by the following vote.

AYES:

NOES:

RECUSE:

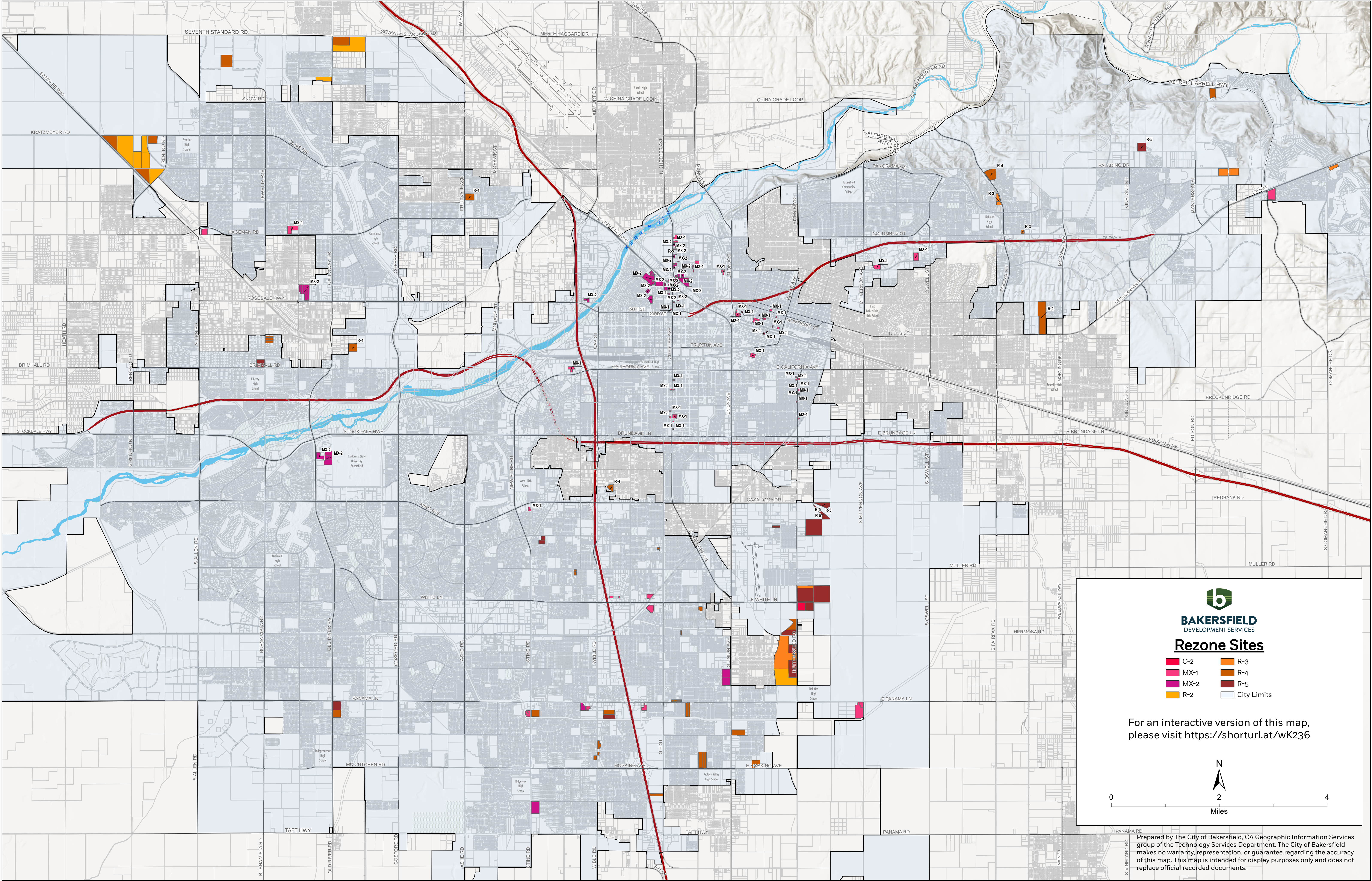
ABSTAIN:

ABSENT:

APPROVED

ZACHARY BASHIRTASH, CHAIR
City of Bakersfield Planning Commission

EXHIBITS: Map





COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: February 29, 2024

ITEM NUMBER: Reports7.(a.)

TO: Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER: Louis Ramirez, Associate Planner

DATE:

WARD: Ward(s) 1, 2, 3, 4, 5, 6, 7

SUBJECT: Housing Element Annual Progress Report for Calendar Year 2023

APPLICANT: City of Bakersfield

OWNER: City of Bakersfield

LOCATION: City of Bakersfield

STAFF RECOMMENDATION:

Receive and file the report.

ATTACHMENTS:

Description	Type
☐ HCD Annual Progress Report 2023 Memo	Cover Memo
☐ HCD Annual Progress Report 2023	Cover Memo



CITY OF BAKERSFIELD PLANNING COMMISSION

MEETING DATE: February 29, 2024

AGENDA: 7.a

TO: Chair Bashirtash and Members of the Planning Commission

FROM: Paul Johnson, Planning Director *PJ*

DATE: February 23, 2024

WARD: All

FILE: Housing Element Annual Progress Report for Calendar Year 2023

STAFF RECOMMENDATION: Receive and file.

BACKGROUND:

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their General Plan which is also required by the state. General Plans serve as the local government's blueprint for how the city and/or county will grow and develop and includes seven elements: land use, transportation, conservation, noise, open space, safety, and housing. The law mandating that housing be included as an element of each jurisdiction's General Plan is known as "housing-element law."

Government Code section 65400 requires that each city and county prepare an Annual Progress Report ("APR") on the status of the housing element of its general plan and progress in its implementation. The APR is required to be submitted to the California Department of Housing and Community Development ("HCD") and the Governor's Office of Planning and Research ("OPR") using the adopted and provided format, no later than April 1st of each year.

DISCUSSION:

The report shows the City is making satisfactory progress toward meeting its housing goals with 1209 certificates of occupancy distributed, 1577 building permits issued, and 129 affordable housing units built in 2023. The APR forms are attached to this memorandum.

The City maintains existing zoning code and development policies that facilitate the streamlining of residential projects. For example, the City's residential zone districts include a variety of options to construct housing through a ministerial process without the need for added discretionary approvals. For new land use entitlements, the City allows and encourages developers to file concurrent applications (e.g., general plan amendments, change in zone classifications, tentative tract maps, conditional use permits, planned unit development review, etc.) to expedite the processing of new housing entitlements. The

Municipal Code also allows for residential housing incentives, such as density bonus units, parking reductions, and fast tracking for developers of affordable housing, senior housing, and infill development. Additionally, the legislation required affordable housing streamlining that went into effect January 1, 2018. Senate Bill 35 ("SB35") enacted Government Code Section 65913.4 to establish a streamlined, ministerial approval process for multifamily housing projects that satisfy certain eligibility criteria. With the implementation of SB35 requirements and the City's existing process and policies, as well as Development Services Department's current work on developing guidance for applicants and online submittals, staff is confident the City's efforts will continue to improve streamlining of affordable housing.

ENVIRONMENTAL REVIEW AND DETERMINATION:

The Housing Element Annual Progress Report for Calendar Year 2023 is not considered a project as prescribed by the California Environmental Quality Act. This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed, and approved by the City.

CONCLUSION:

The 2023 Annual Progress Report been prepared consistent with the guidelines from the California Department of Housing and Community Development. Therefore, City staff recommends your Commission receive and file the report.

ATTACHMENTS:

2023 Annual Progress Report

Please Start Here

General Information	
Jurisdiction Name	Bakersfield
Reporting Calendar Year	2023
Contact Information	
First Name	Christopher
Last Name	Boyle
Title	Development Services Director
Email	cboyle@bakersfieldcity.us
Phone	6613263754
Mailing Address	
Street Address	1715 Chester Avenue
City	Bakersfield
Zipcode	93301

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Bakersfield	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	127
	Non-Deed Restricted	131
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1319
Total Units		1577

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	1153	988
2 to 4 units per structure	0	257	93
5+ units per structure	0	127	121
Accessory Dwelling Unit	0	37	7
Mobile/Manufactured Home	0	3	0
Total	0	1577	1209

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	1,347	1,577
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	1,319
Number of Proposed Units in All Applications Received:	1,573
Total Housing Units Approved:	1,573
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	152
Number of SB 35 Streamlining Applications Approved	152

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	8	121	129
Moderate	0	0	0
Above Moderate	1	122	123
Total	9	243	252

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	130	252

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	1319	1573
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	49
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Bakersfield	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes	
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4.5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see Instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	154	0	0	1419	1573	1573	0						
	51827103009	6607 Rugby Ct		2200015531	SFD	O	1/3/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51827112005	6606 RUGBY CT		2200015532	SFD	O	1/3/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51827233003	816 WARWICKSHIRE AVE		2200015533	SFD	O	1/3/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51827240003	710 WARWICKSHIRE AVE		2200015534	SFD	O	1/3/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51827235009	808 WARWICKSHIRE AVE		2200015535	SFD	O	1/3/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	49255103003	8511 FRANKIE LOU ST		2200014853	2 to 4	O	1/5/2023				1				1	2	2	SB 35 (2017)	No	No	Approved	Ministerial	
	54634013006	2115 BUXFORD LN		2200015055	SFD	O	1/6/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	33957109009	7304 CALLE PRIVADA		2200015622	SFD	O	1/6/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51814319002	610 ISLINGTON CT		2200012913	ADU	R	1/6/2023				1					1	1	SB 35 (2017)	No	No	Approved	Ministerial	
	53918114008	7515 EMERALD GREEN AVE		2200014917	SFD	O	1/9/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53918207005	7612 EMERALD GREEN AVE		2200014921	SFD	O	1/9/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53918208008	7608 EMERALD GREEN AVE		2200014922	SFD	O	1/9/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53918209001	7600 EMERALD GREEN AVE		2200014923	SFD	O	1/9/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53918210003	7518 EMERALD GREEN AVE		2200014924	SFD	O	1/9/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	49549003000	13310 DALI AVE		2200010399	SFD	O	1/11/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	54623026002	13719 STONETHWAITE LN		2200011213	SFD	O	1/11/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	52429026000	3506 COLLINGWOOD DR		2200001023	SFD	O	1/12/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848203003	5907 BELTRAMI PL		2200015120	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848204006	5911 BELTRAMI PL		2200015121	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848211006	6004 BELTRAMI PL		2200015127	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848213002	5914 BELTRAMI PL		2200015128	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848212009	5918 BELTRAMI PL		2200015129	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	53848214005	5910 BELTRAMI PL		2200015132	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376108003	8710 DELCON DR		2200015211	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376109006	8714 DELCON DR		2200015213	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376401003	8708 ALMATA AVE		2200015237	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376411002	8707 DELCON DR		2200015244	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376410009	8711 DELCON DR		2200015245	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376409007	8715 DELCON DR		2200015246	SFD	O	1/17/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	51436204007	4401 OLDCASTLE AVE		2200013198	2 to 4	O	1/18/2023				1				1	2	2	SB 35 (2017)	No	No	Approved	Ministerial	Attached SFR + ADU
	01843113009	28 CLYDE ST		2200014872	2 to 4	O	1/18/2023				1				1	2	2	SB 35 (2017)	No	No	Approved	Ministerial	Attached SFR + ADU
	01843113009	28 CLYDE ST		2300000399	SFD	O	1/18/2023								1	1	1	NONE	No	No	Approved	Ministerial	
	17376403000	8716 ALMATA AVE		2200015234	SFD	O	1/19/2023								1	1	1	NONE	No	No	Approved	Ministerial	

[illegible]

[illegible]

[illegible]

[illegible]

Planning Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233
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Worksheet: Master

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ANNUAL ELEMENT IMPLEMENTATION REPORT

Housing Element Implementation

City of San Jose, California Housing Element

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Worksheet	Worksheet
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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050
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Housing Type	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233
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Worksheet: Year 2022		Worksheet: Year 2023		Worksheet: Year 2024		Worksheet: Year 2025		Worksheet: Year 2026		Worksheet: Year 2027		Worksheet: Year 2028		Worksheet: Year 2029		Worksheet: Year 2030		Worksheet: Year 2031		Worksheet: Year 2032		Worksheet: Year 2033		Worksheet: Year 2034		Worksheet: Year 2035		Worksheet: Year 2036		Worksheet: Year 2037		Worksheet: Year 2038		Worksheet: Year 2039		Worksheet: Year 2040		Worksheet: Year 2041		Worksheet: Year 2042		Worksheet: Year 2043		Worksheet: Year 2044		Worksheet: Year 2045		Worksheet: Year 2046		Worksheet: Year 2047		Worksheet: Year 2048		Worksheet: Year 2049		Worksheet: Year 2050		Worksheet: Year 2051		Worksheet: Year 2052		Worksheet: Year 2053		Worksheet: Year 2054		Worksheet: Year 2055		Worksheet: Year 2056		Worksheet: Year 2057		Worksheet: Year 2058		Worksheet: Year 2059		Worksheet: Year 2060		Worksheet: Year 2061		Worksheet: Year 2062		Worksheet: Year 2063		Worksheet: Year 2064		Worksheet: Year 2065		Worksheet: Year 2066		Worksheet: Year 2067		Worksheet: Year 2068		Worksheet: Year 2069		Worksheet: Year 2070		Worksheet: Year 2071		Worksheet: Year 2072		Worksheet: Year 2073		Worksheet: Year 2074		Worksheet: Year 2075		Worksheet: Year 2076		Worksheet: Year 2077		Worksheet: Year 2078		Worksheet: Year 2079		Worksheet: Year 2080		Worksheet: Year 2081		Worksheet: Year 2082		Worksheet: Year 2083		Worksheet: Year 2084		Worksheet: Year 2085		Worksheet: Year 2086		Worksheet: Year 2087		Worksheet: Year 2088		Worksheet: Year 2089		Worksheet: Year 2090		Worksheet: Year 2091		Worksheet: Year 2092		Worksheet: Year 2093		Worksheet: Year 2094		Worksheet: Year 2095		Worksheet: Year 2096		Worksheet: Year 2097		Worksheet: Year 2098		Worksheet: Year 2099		Worksheet: Year 2100		Worksheet: Year 2101		Worksheet: Year 2102		Worksheet: Year 2103		Worksheet: Year 2104		Worksheet: Year 2105		Worksheet: Year 2106		Worksheet: Year 2107		Worksheet: Year 2108		Worksheet: Year 2109		Worksheet: Year 2110		Worksheet: Year 2111		Worksheet: Year 2112		Worksheet: Year 2113		Worksheet: Year 2114		Worksheet: Year 2115		Worksheet: Year 2116		Worksheet: Year 2117		Worksheet: Year 2118		Worksheet: Year 2119		Worksheet: Year 2120		Worksheet: Year 2121		Worksheet: Year 2122		Worksheet: Year 2123		Worksheet: Year 2124		Worksheet: Year 2125		Worksheet: Year 2126		Worksheet: Year 2127		Worksheet: Year 2128		Worksheet: Year 2129		Worksheet: Year 2130		Worksheet: Year 2131		Worksheet: Year 2132		Worksheet: Year 2133		Worksheet: Year 2134		Worksheet: Year 2135		Worksheet: Year 2136		Worksheet: Year 2137		Worksheet: Year 2138		Worksheet: Year 2139		Worksheet: Year 2140		Worksheet: Year 2141		Worksheet: Year 2142		Worksheet: Year 2143		Worksheet: Year 2144		Worksheet: Year 2145		Worksheet: Year 2146		Worksheet: Year 2147		Worksheet: Year 2148		Worksheet: Year 2149		Worksheet: Year 2150		Worksheet: Year 2151		Worksheet: Year 2152	
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Worksheet: Data		ANNUAL ELEMENT PROGRESS REPORT										How to "rollback" an approved item									
Reporting Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
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2	0.34376-10	1118	200013181	SFO	O																
3	0.30172-10	0007 0007	200013276	SFO	O																
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7	0.34000-10	0000 0000	200013561	SFO	O																
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10	0.41200-10	1104 0000	200014420	SFO	O																
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13	0.34376-10	0000 0000	200014006	SFO	O																
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18	0.30180-10	0000 0000	200014004	SFO	O																
19	0.30180-10	0000 0000	200014005	SFO	O																
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Jurisdiction	Bakersfield	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2								3	4	
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	9,706	-	-	-	182	-	3	192	133	10	-		
	Non-Deed Restricted		-	-	-	-	-	-	-	-	40	-	560	9,146
Low	Deed Restricted	5,800	-	-	-	76	1	13	37	8	-	127	399	5,401
	Non-Deed Restricted		-	-	-	-	-	-	1	5	-	131		
Moderate	Deed Restricted	6,453	-	-	-	-	1	3	9	12	-	-	4,413	2,040
	Non-Deed Restricted		-	-	-	4,388	-	-	-	-	-	-		
Above Moderate		14,331	-	-	-	3,117	1,178	1,673	1,218	2,363	1,142	1,319	12,010	2,321
Total RHNA		36,290												
Total Units			-	-	-	7,763	1,180	1,692	1,457	2,521	1,192	1,577	17,382	18,908
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5 Extremely low-income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*		4,853		-	-	-	-	-	20	-	-	-	20	4,833

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

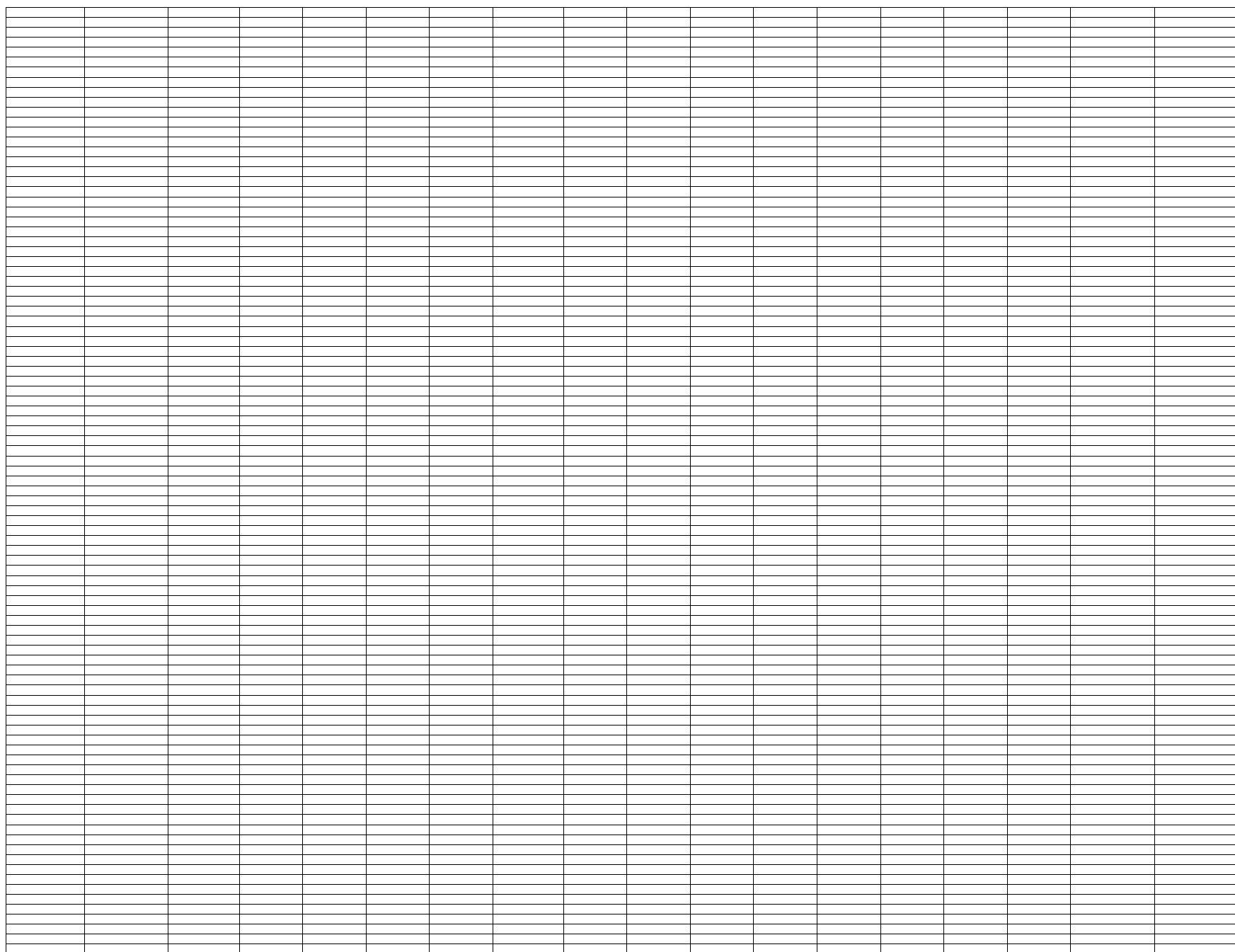
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th

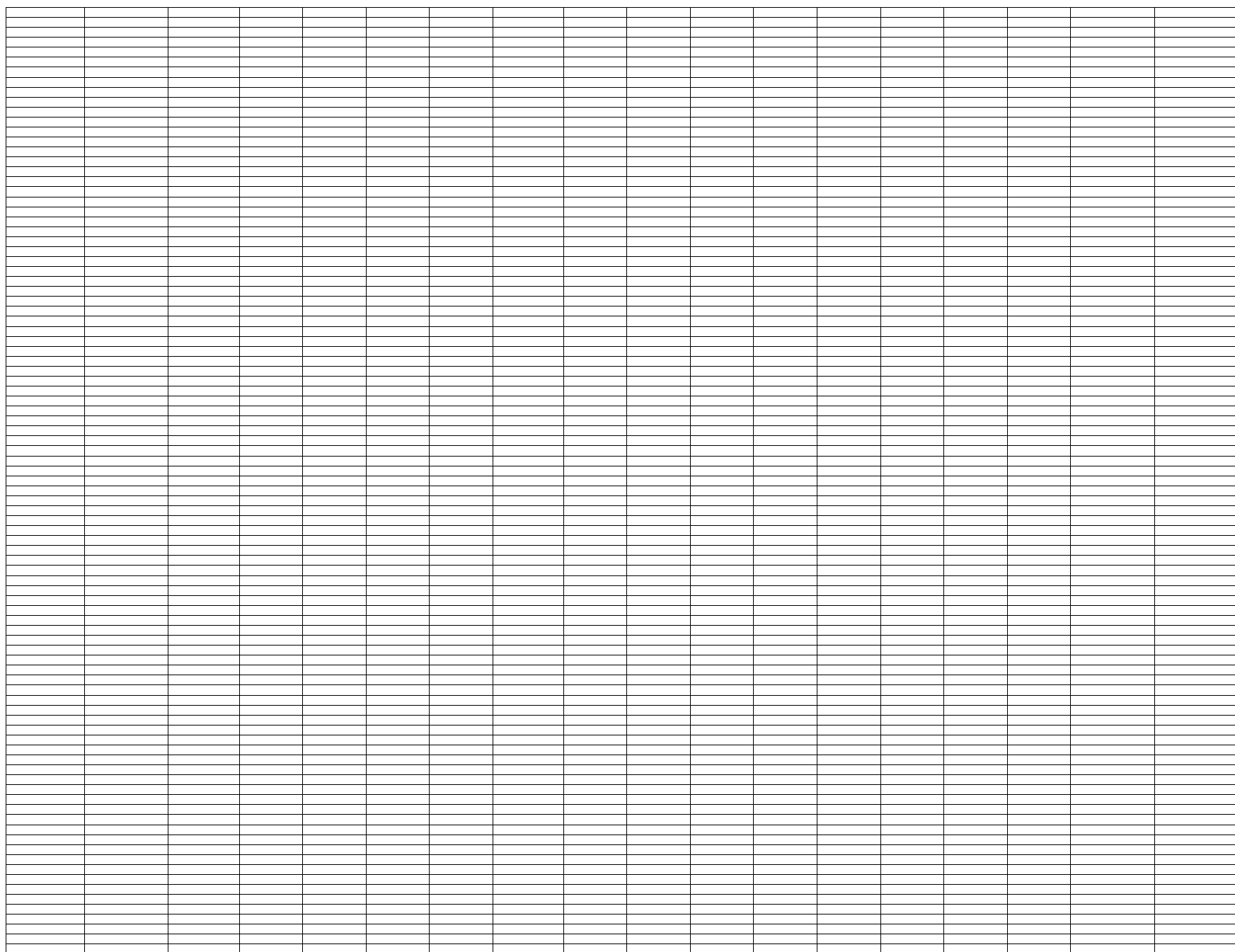
cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

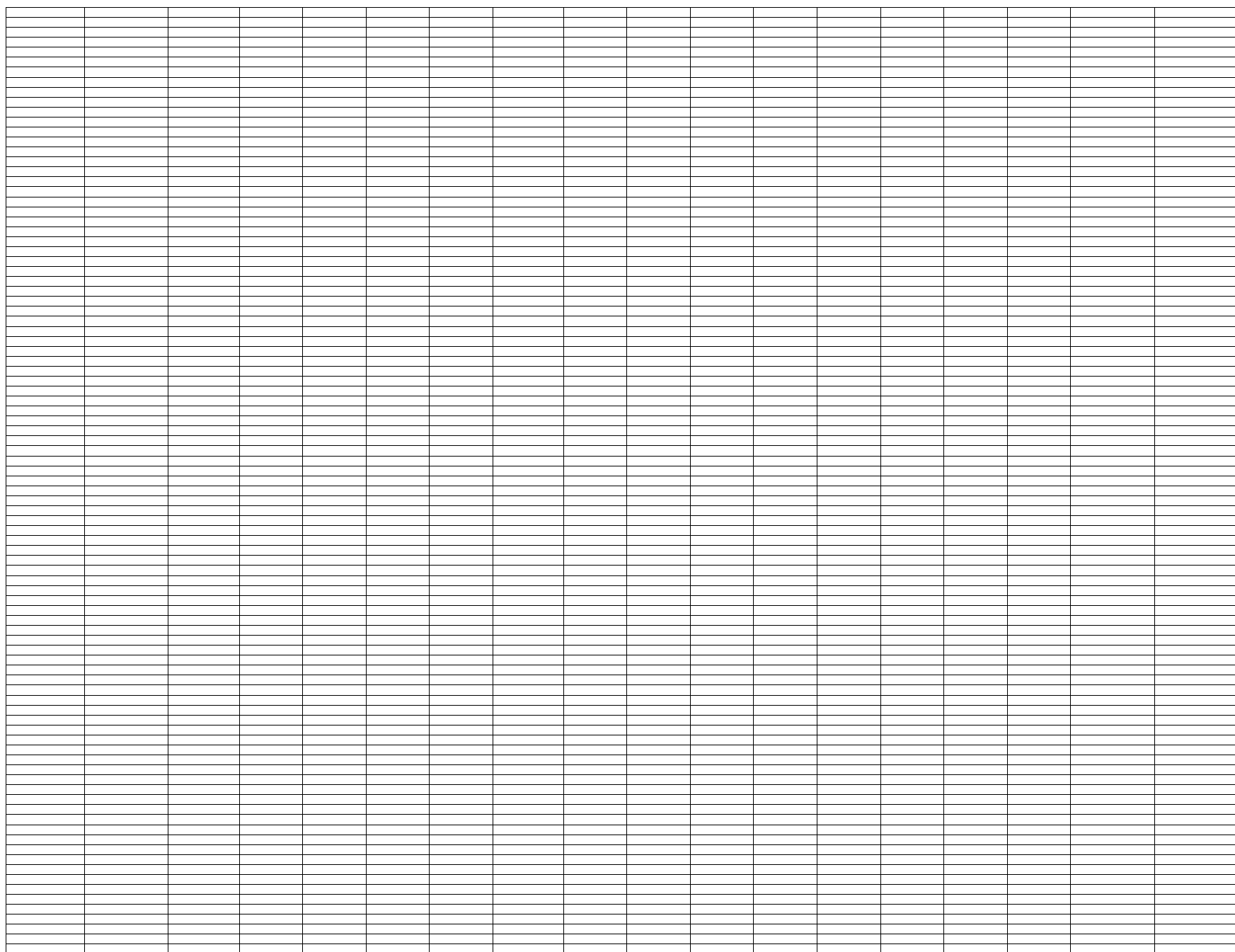
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

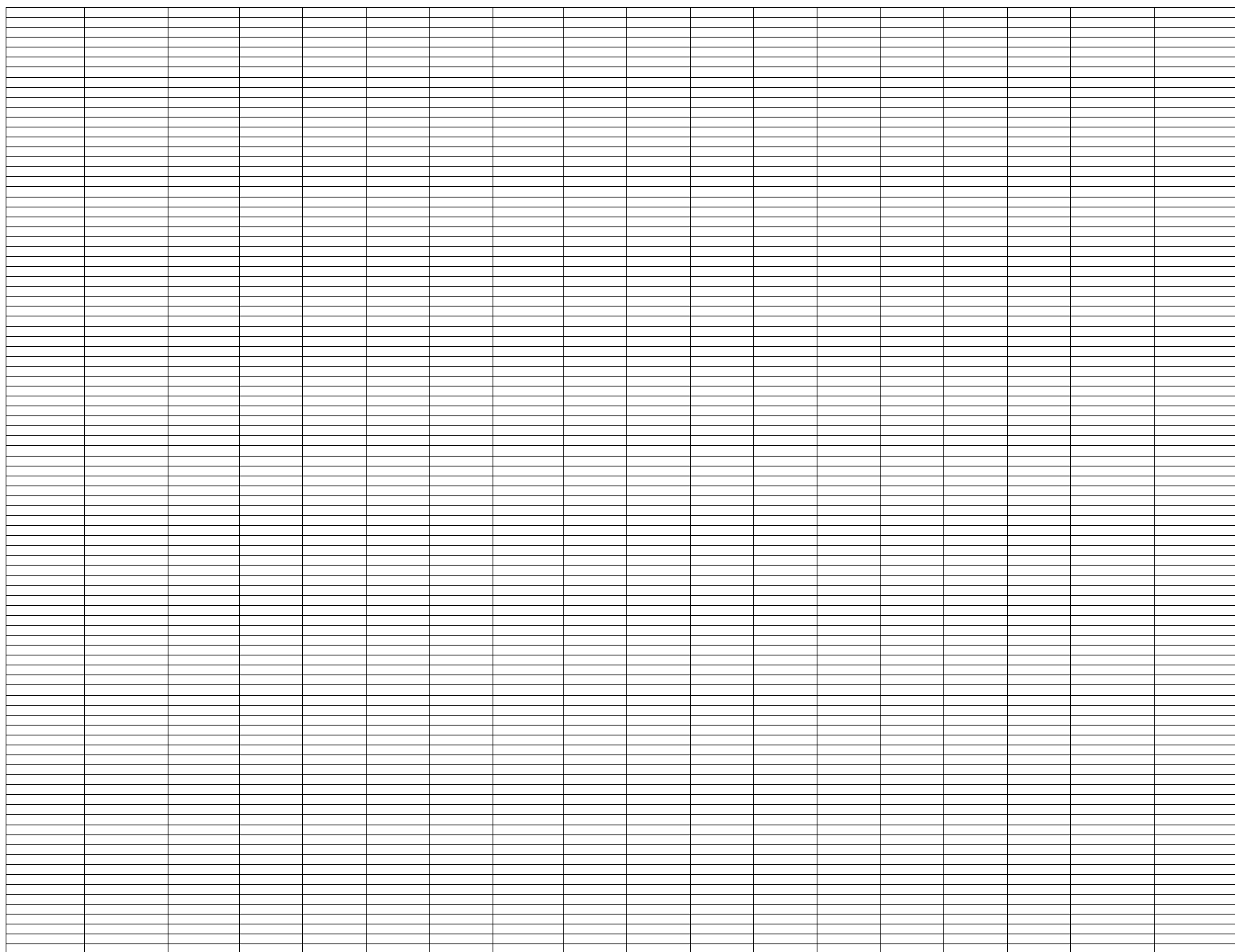
HCD staff at apr@hcd.ca.gov.

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VLI Non Deed Restricted
LI Deed Restricted
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MI Non Deed Restricted
Above Mod Income









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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		Bakersfield	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
<div><div>Housing Programs Progress Report</div><div>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</div></div>			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1-1a: Federal and State Funding.	Continue to apply for grant funds.	On-going	The City receives approximately \$6 million annually in HUD funding for community and housing projects. In 2023, HUD approved the City's HOME-ARP allocation plan of \$5 million allocated to Fiscal Year 2021. The City was also awarded the Transformative Climate Communities (TCC) state grant funding, administered by the Strategic Growth Council (SGC), a portion of which will fund affordable housing projects in Southeast Bakersfield. This provide up to \$8 million for affordable housing.
1-1c: Local Assistance and Outreach.	Continue to provide education and outreach to developers of housing projects.	On-going	The City holds scheduled meetings with developers of housing projects as requested to help educate and guide through process.
1-2a: Homeownership Assistance.	Continue homeownership assistance programs.	On-going	Continued working with a community development organization to provide silent second mortgages up to \$40,000 to low income homebyers that can be applied towards down payment, closing cost, to subsidize interest rates and mortgage insurance premiums. The City funds this program with \$500,000 in HOME funds.

1-3a: Homeless Prevention Services.	Continued allocation of ESG and HOPWA funds to service providers. Other State and Federal Funds.	On-going	<p>The City continued funding and implementing projects funded with ESG and HOPWA funds. Projects for the 2022-23 Year are still in process, and reporting will be available in September of 2024. The following information is based on the most recent 2022-2023 CAPER. Approximately 14,979 persons were served through the Emergency Solutions Grant Program. This was broken down in the following ways: \$174,000 was spent on Emergency Shelter Operations and Services (489 people served), \$108,420 was spent on Rapid Re-Housing and Homeless Prevention (99 Households served), and \$25,000 was spent on Outreach Services (293 people served). Additionally, approximately \$903,507 was provided to Kern County Public Health to provide HOPWA services in the City under the following categories: Tenant Based Rental Assistance, Facility Based Housing, Short-Term Rental and Mortgage Assistance and Housing Services.</p> <p>In recent years the State introduced the Housing Homeless Assistance Grant. The City of Bakersfield began partnering with the State of California on the HEAP and HHAP Grants. Grants were made to local service providers in collaboration with the Local CoC and Kern County.</p> <ul style="list-style-type: none">•HHAP 2019: (\$3.26 Million) currently being used for Shelter Operations, Case Management, Rental Assistance, Coordinated Entry, and Rapid Rehousing.•HHAP 2020: (\$1.54 Million) currently being used on Case Management, Homeless Management Information Systems, and Landlord IncentivesHHAP 2021: (\$3.99 Million) currently being used on Case Management, Homeless Management Information Systems, and Landlord Incentives <p>The City has also used CARES funds to address homeless prevention and services and will report on the following grants in the next couple of years:</p> <ul style="list-style-type: none">•\$3.28 million in CARES Rental & Mortgage Assistance•\$44 million in CARES Emergency Rental Assistance•\$1.1 million in CARES Homeless Prevention•\$3.46 million in CARES Rapid Rehousing, Homeless Prevention, Homeless Outreach, Coordinated Entry, and Youth Rental Assistance.
1-3b: Supportive and Transitional Housing.	Amend zoning code to identify supportive and transitional housing in allowed uses.	Completed	<p>On Feb. 18, 2021 the City of Bakersfield amended Section 17.04.285 relating to food and/or shelter service agency and added Sections 17.04.602, 17.04.608, and 17.04.626 relating to supportive housing, target population, and transitional housing, in order to be consistent with State of California Department of Housing and Community Development guidelines and requirements.</p>

1-3c: Homeless Shelter Development.	Facilitate the development and rehabilitation of SRO units and other emergency shelters.	On-going	Partnerships between the City, County and local service providers have led to the increase of shelter beds in the City of Bakersfield by 410 beds. The City helped fund construction of 270 of these beds, including a new 150 bed Navigation Center funded through local city funds.
1-3d: Senior Housing.	Assist in the development of senior housing.	On-going	City has awarded funds to multiple senior housing projects currently in predevelopment. These projects include: Bakersfield Senior Center mixed use project that will include 36 units of affordable housing for seniors along with a community center to serve local seniors; 4th Street Apartments, which is adjacent to the Bakersfield Senior Center, will include 16 units of affordable housing for seniors; and Letzring Senior Housing will include 150 units of affordable housing for seniors.
1-3e: Disabled Persons.	Continue to support housing for persons with disabilities and developmental disabilities.	On-going	The City allocates up to \$50,000 in Community Development Block Grant funding for Home Access grants annually. These grants assist disabled clients with accessibility and mobility improvements to existing housing.
1-3f: Reasonable Accommodation.	Ensure compliance with reasonable accommodation provisions.	Completed	Added to Bakersfield Municipal Code on 2/3/2021. All reasonable accommodation requests can be made through the City's ADA/504 Coordinator.
1-3g: Farmworker Housing.	Assess need for farmworker housing.	On-going	The City continues to support the development of farmworker housing. The City contributed \$2.5 million in HOME and PSVS funding towards the construction of Sagewood Apartments. The 72-unit complex will be restricted to farmworker families and was completed December 2023.
1-4a: Rental Assistance.	Continue collaboration with rental assistance provider, Housing Authority of Kern County.	On-going	The City of Bakersfield had the goal of 40 units and achieved 74 units for fiscal year 22-23 with the total funding of \$288,307.
1-4b: Public Housing.	Assist in the expansion of public housing.	On-going	See 1-4a.
1-5a: Development Process Assistance.	Continue developer assistance through approval process.	On-going	The City continues developer assistance.
1-5b: Development Incentives	Assist affordable housing projects.	On-going	The City of Bakersfield allocated local sales tax funding to support the development of affordable housing.
1-5b: Development Incentives.	Assist affordable housing projects.	On-going	The City continues to provide developer assistance. The City provided support for the development of four affordable housing complexes and released the HOME ARP NOFA with a total of \$4.06 million for multifamily rental housing. HOME ARP projects will be awarded in 2024
1-5b: Development Incentives	Assist affordable housing projects.	On-going	The City of Bakersfield adopted a revised accessory dwelling unit (ADU) ordinance and reduced impact fee payments associated with the development of these units.
1-5c: Density Bonus.	Implement Density Bonus Ordinance.	On-going	The City continues to provide density bonuses for the development of affordable housing.

2-1a: Available Vacant Land.	Annually update vacant land inventory.	On-going	The City continues to have adequate amount of vacant land zoned for residential use.
2-1b: Development Monitoring.	Monitor development including employment growth, housing and sales.	On-going	The City continues to monitor development and growth.
2-2a: Zoning for All Incomes.	Monitor land zoned for all housing types and affordability.	On-going	The City continues to monitor all housing types.
2-2b: Housing Opportunity Sites.	Ensure sufficient amount of multi-family zoned land to meet RHNA.	On-going	The City continues to have adequate amount of zoning land for multi-family housing.
2-2c: Adequate Infrastructure.	Ensure adequate infrastructure to meet RHNA.	On-going	The City continues to have adequate infrastructure to meet housing needs.
2-2d: Large Family Units.	Encourage development of large rental units.	On-going	The City continues to encourage large rental units.
2-2e: Small Units.	Encourage development of small rental and owner units.	On-going	The City continues to encourage small units.
3-1a: Prevent Disruptive Land Uses.	Protect existing residential from encroachment of incompatible uses.	On-going	The City continues to prevent disruptive land uses to existing residential neighborhoods.
3-1b: Code Enforcement.	Provide adequate funding and staffing to support code enforcement programs.	On-going	With mid-year budget amendments, the City will maintain a staff of 27 authorized full time code enforcement officers.
3-1c: Public Facility Improvements.	Install and upgrade public service facilities.	On-going	In low and moderate income neighborhoods the City has allocated over \$2.5 million in CDBG funds towards curb, gutter and sidewalk improvements; park lighting upgrades; and park facility upgrades and rehabilitation.
3-1d: Foreclosure Assistance.	Continue to refer homeowners to foreclosure assistance services.	On-going	Provided as needed.
3-2a: Housing Rehabilitation.	Continue to fund housing rehabilitation.	On-going	The City provides HOME entitlement funds to support housing rehabilitation.
3-2c: Reduce Lead Based Paint.	Act to reduce lead based paint hazards.	On-going	Provided as needed.
3-2d: Rehabilitation Funding.	Continue to fund community organizations for housing rehabilitation and acquisition.	On-going	The City has provided over \$150,000 annually to community organizations for housing projects.
3-3a: Monitor At-Risk Housing.	Continue regular contact with the California Housing Partnership Corporation.	On-going	The City regularly monitors at-risk units.
3-3b: Monitor and Preserve Affordable Housing.	Monitor and help preserve 195 affordable housing units.	On-going	The City annually monitors affordable housing.

3-3c: At-Risk Preservation.	Provide assistance to preserve affordable units.	As needed	The City continues to look to provide rehabilitation funding to preserve affordable units.
3-3d: At-Risk Tenant Assistance.	Provide assistance to preserve affordable units.	As needed	Provided as needed.
4-1a: Fair Housing Program.	Implement fair housing program.	On-going	The City contracts with Greater Bakersfield Legal Assistance to provide fair housing services. Approximately 200 people have been provided Fair Housing services through the allocation of \$100,000 CDBG funds.
4-1b: Public Information and Outreach.	Implement public outreach and education program.	On-going	The City holds regular community meetings and regularly attends community events a year to educate public on City housing assistance programs.
4-1c: Community Equity and Access.	Encourage equitable affordable locations.	On-going	The City evaluates all proposed housing projects and encourages equitable locations. The City maintains a map of equitable areas to help guide new construction projects.
4-1d: Housing Discrimination Complaint Investigation.	Continue to investigate discrimination complaints.	On-going	Provided as needed by the Greater Bakersfield Legal Assistance.
4-2a: Housing Displacement.	Mitigation for displaced housing.	On-going	Provided as needed.
5-1a: Infill Incentives.	Provide infill incentives with HOME funds.	On-going	The City continues to provide HOME funds to infill housing projects. 101 units were put to construction which qualify as infill.
5-1b: Fund Infill Development.	Fund infill housing development projects.	On-going	The City completed 28 units of infill housing
5-1c: Locations for Infill Development.	Use GIS tools to identify housing infill opportunities.	On-going	The City is currently working on its TCC planning grant to complete an Affordable Housing Site Analysis in its central core.
5-2a: Mixed Uses.	Encourage mixed uses.	On-going	The City continues to encourage mixed-use housing projects.
5-2b: Jobs/housing Balance.	Efforts to balance employment growth with affordable housing.	On-going	The City encourages mixed use development and placing employment centers in close proximity to housing.
5-3a: Energy Efficiency Improvements.	Promote and support local programs.	On-going	Continued to support GRID alternatives and energy service providers PG&E in order to provide energy improvements for low income housing units.
5-3b: Efficient Development.	Continue energy and water conservation programs.	On-going	The City implements the State's green building code and implements residential water conservation programs.
5-4a: Local Coordination.	Continue intergovernmental coordination.	On-going	City works collaboratively with County and other agencies to address homelessness and housing needs.
5-5a: HSR Coordination.	Coordinate with the High Speed Rail Authority and evaluate the impacts to existing housing and housing needs from the High Speed Rail project.	On-going	City Council adopted the Station Area Plan in May 2018 which included housing development in the City's urban core. The City continues to coordinate with the HSR Authority to address impacts to exitsing housing.

[illegible]

General Comments			

Jurisdiction	Bakersfield	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain

Table F2

Above Moderate Income Units Converted to Moderate Income Pursua

Planning agency may include the number of units in an existing multifamily building that were converted to this table, please ensure housing developments meet the requirements described in the table.

[illegible]

auto-calculation formulas

ant to Government Code section 65400.2

deed-restricted rental housing for moderate-income households by the imposition of affordability covenants prescribed in Government Code 65400.2(b).

[illegible]

ts and restrictions for the unit. Before adding information to

[illegible]

[illegible]

Jurisdiction	Bakersfield	NOTE: This table surplus/excess is
Reporting Period	2023 (Jan. 1 - Dec. 31)	

**ANNUAL ELEMENT PROGRESS
Housing Element Implementation**

For Kern County jurisdictions, please format the APN's

Table H			
Locally Owned Surplus Sites			
Parcel Identifier			
1	2	3	4
APN	Street Address/Intersection	Existing Use	Number of Units
Summary Row: Start Data Entry Below			
148-240-01 PTN	800 Wible Road	Vacant	0
532-020-03	8119 Stine Road	Vacant	0
020-383-02 PTN	604 Montclair Street	Vacant	0
020-471-11 PTN & 020-471-10 PTN	4212 & 4220 La Mirada Drive	Vacant	0
149-222-42	3615 Stockdale Hwy	Commercial	3
533-012-61	Hwy 178 and Hwy 184	Vacant	0
387-150-24	Hwy 178 west of Comanche	Vacant	0
020-521-01 PTN	4508 Woodlake Drive	Vacant	0
149-212-10 PTN	3401 Elcia Drive	Vacant	0
49-211-09 PTN & 149-110-10 PTN	3404 & 3400 Elcia Drive	Vacant	0
020-373-02 PTN	4601 Charter Oaks	Vacant	0
020-373-11 PTN	701 Montclair Street	Vacant	0
020-374-04 PTN	708 Montclair Street	Vacant	0
020-481-15 PTN	4405 Hillsborough Drive	Vacant	0
020-481-11 PTN & 020-481-12 PTN	4404 & 4400 Kentfield Drive	Vacant	0
020-482-06 PTN	4317 Kentfield Drive	Vacant	0
020-512-10 PTN	4417 Woodlake Drive	Vacant	0
020-513-02 PTN	4416 Woodlake Drive	Vacant	0
020-522-03 PTN & 020-522-04 PTN	4414 & 4408 Kensington Avenue	Vacant	0
020-524-07 PTN & 020-524-08 PTN	4401 & 4405 Kensington Avenue	Vacant	0
531-011-07	Hwy 178 and Morning Drive	Vacant	0
531-011-19	Hwy 178 and Morning Drive	Vacant	0
003-030-01 PTN	2331 Beech Street	Vacant	0

003-101-01 PTN	2316 B Street	Vacant	0
164-010-20	3330 Wood Lane	Vacant	0
164-010-19	3320 Wood Lane	Vacant	0
164-010-18 PTN	3310 Wood Lane	Vacant	0
164-010-38 PTN	3308 Wood Lane	Vacant	0
164-040-30 PTN	3301 Wood Lane (prev. 1117 Wible Road)	Vacant	0
020-521-02 PTN	4504 Woodlake	Vacant	0
020-373-08 PTN	713 Montclair	Vacant	0
020-373-05 PTN	4505 Charter Oaks	Vacant	0
020-374-12 PTN	608 Montclair	Vacant	0
020-352-01 & 020-471-01 & 020-471-02 & 020-471-03 PTN & 020-471-04 PTN	4416, 4412, 4408, 4404, & 4400 La Mirada	Vacant	0
020-351-55 & 020-474-24 & 020-474-23 & 020-474-19 & 020-471-18 PTN & 020-474-17 PTN & 020-474-16 PTN	4417, 4413, 4409, 4405, 4401, 4317, & 4313 La Mirada	Vacant	0
020-474-13 PTN & 020-474-12 & 020-474-11 & 020-474-10 & 020-474-09	4301, 4233, 4229, 4225, & 4221 La Mirada	Vacant	0
020-261-03 PTN	4212 Joseph	Vacant	0
020-262-02 PTN	140 Dunlap	Vacant	0
020-262-03 PTN	136 Dunlap	Vacant	0
020-262-04 PTN	132 Dunlap	Vacant	0
020-262-05 PTN	128 Dunlap	Vacant	0
020-262-06 PTN	124 Dunlap	Vacant	0
164-010-10 PTN	3227 Belle Terrace	Vacant	0
020-524-28 PTN	4404 Marella Way	Vacant	0
020-524-29 PTN	4400 Marella	Vacant	0
020-524-24 PTN	4310 Marella Way	Vacant	0
020-524-25	4308 Marella Way	Vacant	0
020-522-18 PTN	Malibu Ct	Vacant	0
020-482-27 PTN	4309 Marella Way	Vacant	0
020-482-28 PTN	4305 Marella Way	Vacant	0
020-482-36 PTN	4304 Hillsborough	Vacant	0
020-524-12 PTN	4421 Kensington	Vacant	0
020-524-12 PTN	4421 Kensington	Vacant	0
020-524-12 PTN	4421 Kensington	Vacant	0
020-524-11 PTN	4419 Kensington	Vacant	0
020-524-18 PTN	4420 Marella Way	Vacant	0

020-261-07 PTN	4312 Joseph Drive	Vacant	0
020-261-06 PTN	4308 Joseph Drive	Vacant	0
020-265-22 PTN	140 Candy St	Vacant	0
020-265-21 PTN	136 Candy St	Vacant	0
020-265-03 PTN	133 Dunlap	Vacant	0
020-265-04 PTN	129 Dunlap	Vacant	0
020-265-05 PTN	125 Dunlap	Vacant	0
020-265-06 PTN	121 Dunlap	Vacant	0
020-265-07 PTN	117 Dunlap	Vacant	0
020-265-08 PTN	113 Dunlap	Vacant	0
020-265-09 PTN	109 Dunlap	Vacant	0
020-265-10 PTN	105 Dunlap	Vacant	0
020-265-11 PTN	101 Dunlap	Vacant	0
020-263-03 PTN	14 Dunlap	Vacant	0
020-294-04 PTN	11 Morrison St	Vacant	0
020-294-05 PTN	7 Morrison St	Vacant	0
020-294-06 PTN	1 Morrison St	Vacant	0
020-262-07 PTN	120 Dunlap St	Vacant	0
020-295-02 PTN	121 Morrison St	Vacant	0
020-295-03 PTN	117 Morrison St	Vacant	0
020-295-04 PTN	113 Morrison St	Vacant	0
020-295-05 PTN	109 Morrison St	Vacant	0
020-295-06 PTN	105 Morrison St	Vacant	0
020-293-14 PTN	26 Morrison St	Vacant	0
020-293-13 PTN	22 Morrison St	Vacant	0
020-293-02 PTN	23 N Stine Road	Vacant	0
149-221-21 PTN	195 S. Garnsey Ave	Vacant	0
149-320-06 PTN	205 S Garnsey Ave	Vacant	0
149-320-07 PTN	209 S Garnsey Ave	Vacant	0
149-320-03 PTN & 149-320-04 PTN	212 & 218 S Garnsey Ave	Vacant	0
149-222-14 PTN	209 Williamson Way	Vacant	0
149-211-09 PTN	3404 Elcia Drive	Vacant	0
149-211-10 PTN	3400 Elcia Drive	Vacant	0
149-212-10 PTN	3401 Elcia Drive	Vacant	0
149-250-42 PTN & 149-250-43 PTN	3201 Mona Way & 601 Alamo Rd	Vacant	0
149-250-47 PTN & 149-250-48 PTN & 149-250-49 PTN	627, 619, & 611 Alamo St	Vacant	0
532-050-19	6417 Thorton Ave	Vacant	0

[illegible]

[illegible]

must contain an inventory of ALL
lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation
formulas

S REPORT

ntation

as follows:999-999-99-99-9

es

Designation	Size	Notes
5	6	7
Surplus Designation	Parcel Size (in acres)	Notes
Excess	0.15	Future availablitiy
Surplus Land	0.56	Future availablitiy
Excess	0.23	Possible future availability
Excess	0.25	Possible future availability
Excess	0.32	Possible future availability
Excess	0.99	Possible future availability
Excess	3.25	Possible future availability
Excess	0.1	Uneconomic Remnant
Excess	0.07	Uneconomic Remnant
Excess	0.09	Uneconomic Remnant
Excess	0.05	Uneconomic Remnant
Excess	0.07	Uneconomic Remnant
Excess	0.12	Uneconomic Remnant
Excess	0.1	Uneconomic Remnant
Excess	0.1	Uneconomic Remnant
Excess	0.13	Uneconomic Remnant
Excess	0.05	Uneconomic Remnant
Excess	0.09	Uneconomic Remnant
Excess	0.1	Uneconomic Remnant
Excess	7.25	Possible future availability with utility easement
Excess	8.5	No Access with utility easement
Excess	0.06	Uneconomic Remnant

Excess	0.06	Uneconomic Remnant
Excess	0.69	Possible future availability
Excess	0.64	Possible future availability
Excess	0.67	Possible future availability
Excess	0.17	Possible future availability
Excess	0.68	Possible future availability
Excess	0.04	No Access Uneconomic Remnant
Excess	0.13	Uneconomic Remnant
Excess	0.06	No Access Uneconomic Remnant
Excess	0.03	Uneconomic Remnant
Excess	0.75	Possible future availability
Excess	1.1	Possible future availability, possible easement throughout
Excess	0.99	Possible future availability, possible easement throughout
Excess	0.02	Uneconomic Remnant
Excess	0.11	No Access Uneconomic Remnant
Excess	0.08	No Access Uneconomic Remnant
Excess	0.06	No Access Uneconomic Remnant
Excess	0.03	No Access Uneconomic Remnant
Excess	0.01	No Access Uneconomic Remnant
Excess	0.11	No Access Uneconomic Remnant
Excess	0.003	No Access Uneconomic Remnant
Excess	0.07	No Access Uneconomic Remnant
Excess	0.2	Possible future availability
Excess	0.18	Possible future availability
Excess	0.02	No Access Uneconomic Remnant
Excess	0.04	Uneconomic Remnant
Excess	0.17	Possible future availability
Excess	0.01	No Access Uneconomic Remnant
Excess	0.005	Uneconomic Remnant
Excess	0.002	No Access Uneconomic Remnant
Excess	0.003	No Access Uneconomic Remnant
Excess	0.002	No Access Uneconomic Remnant
Excess	0.01	Uneconomic Remnant

Excess	0.12	Uneconomic Remnant with Utility Easement(s)
Excess	0.01	Uneconomic Remnant with Utility Easement(s)
Excess	0.12	Uneconomic Remnant with Utility Easement(s)
Excess	0.11	Uneconomic Remnant with Utility Easement(s)
Excess	0.005	No Access Uneconomic Remnant
Excess	0.007	No Access Uneconomic Remnant
Excess	0.006	No Access Uneconomic Remnant
Excess	0.003	No Access Uneconomic Remnant
Excess	0.003	No Access Uneconomic Remnant
Excess	0.005	No Access Uneconomic Remnant
Excess	0.02	No Access Uneconomic Remnant
Excess	0.06	No Access Uneconomic Remnant
Excess	0.1	Uneconomic Remnant
Excess	0.02	Uneconomic Remnant
Excess	0.01	No Access Uneconomic Remnant
Excess	0.01	No Access Uneconomic Remnant
Excess	0.01	No Access Uneconomic Remnant
Excess	0.0003	No Access Uneconomic Remnant
Excess	0.13	Uneconomic Remnant
Excess	0.1	Uneconomic Remnant
Excess	0.07	Uneconomic Remnant
Excess	0.03	Uneconomic Remnant
Excess	0.002	Uneconomic Remnant
Excess	0.04	Uneconomic Remnant
Excess	0.01	No Access Uneconomic Remnant
Excess	0.13	Possible future availability
Excess	0.11	No Access Uneconomic Remnant. Have prior agreement with adjacent property owners to acquire.
Excess	0.12	No Access Uneconomic Remnant
Excess	0.34	Possible future availability
Excess	0.15	Have prior agreement with adjacent property owner to acquire.
Excess	0.05	Uneconomic Remnant
Excess	0.09	Uneconomic Remnant
Excess	0.02	Uneconomic Remnant
Excess	0.08	Uneconomic Remnant
Excess	0.02	Have prior agreement with adjacent property owner to acquire.
Excess	0.11	Have prior agreement with adjacent property owner to acquire.
Excess	0.4	Possible future availability

[illegible]

[illegible]

Jurisdiction	Bakersfield	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?		
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROG

Table 1
Tenent Preferen
rnment maintains when the jurisdic
webpage on their internet website



GRESS REPORT

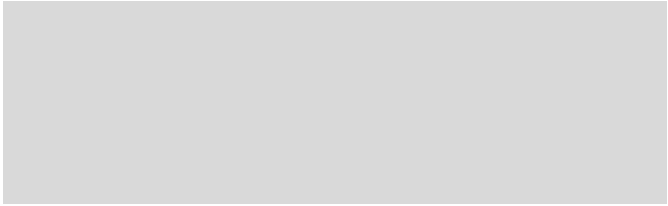
K

nce Policy

ction submits their annual progress report on housing approvals and production, pe
containing authorizing local ordinance and supporting materials, no more than 90 c



er Government Code 7061 (SB 649, 2022, Cortese).
days after the ordinance becomes operational



Jurisdiction	Bakersfield
Reporting Year	2023 (Jan. 1 - Dec. 31)

Please update the status of the proposed uses listed in the entity's application for funding a or 50515.03, as applicable.

Total Award Amount	\$
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
Climate Action Plan	\$238,910.00	\$204,127.73
Municipal Services Review	\$125,937.00	\$91,351.99
6th Cycle Housing Element	\$298,541.00	\$263,000.75
General Plan Update	\$86,612.00	\$0.00

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tal

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted

Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

ANNUAL ELEMENT PROGRESS REPORT

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

and the corresponding impact on housing within the region or jurisdiction, as applicable, categori

750,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
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Task Status
In Progress
In Progress
In Progress
Other (Please Specify in Notes)

le A2)

Current Year
0
0
0
0
0
0
0
0

Current Year
0
0

127
131
0
0
1319
1577

Current Year
11
0
110
43
0
0
1045
1209

[illegible]