BAKERSFIELD CITY COUNCIL
AGENDA
MEETING OF AUGUST 14, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meeting 5:15 PM

REGULAR MEETING - 5:15 PM

1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

a. Proclamation to Russell Judd, CEO of Kern Medical, Rob Purdie, Patient/Program Development Coordinator for the Valley Fever Institute at Kern Medical, and Aidee Cardenas, Community Engagement Coordinator at Kern Medical, declaring Valley Fever Awareness Month on August 2019.

5. PUBLIC STATEMENTS

6. WORKSHOPS

a. Adoption of the 2019-2020 City Council Goals with accompanying Action Items.

Staff recommends adoption of the goals.

7. APPOINTMENTS

Ward 2

a. One appointment to the Bakersfield Youth Commission due to a current vacancy in Ward 2 (term expired on July 20, 2019).

Staff recommends Council determination.

b. One appointment (handicapped representative) to the Handicap Access Appeals Board due to a longstanding vacancy.

Staff recommends appointment.

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the July 10, 2019, Special City Council Meeting and July 17, 2019, Regular City Council Meeting.

Payments:

b. Receive and file department payments from July 5, 2019 to August 1, 2019 in the amount of $66,403,837.26, Self Insurance payments from July 5, 2019 to August 1, 2019, in the amount of $4,214,212.79, totaling $70,618,050.05.

Ordinances:

Ward 1

c. Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres located generally on the northwest corner of the Cottonwood Road/East Planz Road intersection. ***(FR 7/17/2019)***

Ward 4

d. Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres located on the southwest corner of the Renfro Road/Santa Fe Way intersection. ***(FR 7/17/2019)***

Ward 7

e. Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One Family Dwelling) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres located generally on the southeast corner of the Hosking Avenue and South H Street intersection. ***(FR 7/17/2019)***

Ward 7

f. Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling) and C-2 (Regional Commercial) on 0.64 acres to all C-2 (Regional Commercial) on 0.64 acres located at 1720 Planz Road, northwest of the South H Street and Planz Road intersection. ***(FR 7/17/2019)***

g. Adoption of an Ordinance amending Chapter 16.24 Subsection 16.24.090 of the Municipal Code relating to Vesting Tentative Maps. ***(FR 7/17/2019)***

h. Adoption of the following ordinances amending various sections of the Bakersfield Municipal Code and resolution ***(FR 7/17/2019):***

1. Amending Section 2.84.020 relating to Salary Plan
2. Amending Section 12.60.030 relating to Creation of Easements by Recorded Covenants
3. Amending Section 14.12.415 relating to Sewer Violation Appeals
4. (a) Amending Section 16.32.060 relating to Tract

Improvements; (b) Resolution repealing Resolution No. 053-09 related to the Morning Drive – College Avenue planned major thoroughfare area

5. Amending Section 16.32.100 relating to Survey Requirements—Monuments
6. Amending Section 17.06.050 relating to Designation of Zones

Resolutions:

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

i. Resolution dispensing with bidding under section 3.20.060.D.5 of the Bakersfield municipal code relating to design/build construction procurement process for the SCADA system which will provide real-time monitoring of river water flows and allows for the data to be archived.

j. Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.

Ward 3

k. Resolution ordering judicial foreclosure of delinquent assessments within Assessment District No. 05-1 pursuant to the Improvement Bond Act of 1915, and ordering that the tax collector be credited with those assessments.

Ward 5

l. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 669, located at the southwest corner of the Panama Lane and Progress Road intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15061(b)(3) will also be considered.

Ward 3

m. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 670, located southwest of the corner of the Rosedale Highway and Mohawk Street intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15061(b)(3) will also be considered.

Ward 1

n. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 690 (Union No. 16), located on the eastside of South Union Avenue about 600 feet south of East Hosking Avenue. Use of a Notice of Exemption will also be considered.

Ward 2

o. Bakersfield Police Department Shooting Range

1. Reject bid
2. Approve resolution to dispense with bidding procedures

Ward 6

p. Repair and Maintenance Services for five Turblex blowers located at Wastewater Treatment No. 3:

1. Resolution determining that parts and services required for the Turblex blowers located at Wastewater Treatment Plant No. 3 cannot be obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefore, not to exceed $120,000.
2. Agreement with Howden Roots, LLC., to provide parts and services for the Turblex blowers located at Wastewater Treatment Plant No. 3, three-year term, not to exceed $120,000.

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

q. Resolutions of Intention (ROI) to add the following areas to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report for each:

1. ROI No. 2004 adding Area 2-73 (6901 Ming Avenue) – Ward 5
2. ROI No. 2005 adding Area 2-74 (4012 White Lane) – Ward 6
3. ROI No. 2006 adding Area 2-75 (Tract 7354 w/o Highgate Park Boulevard s/o Ming Avenue) – Ward 5
4. ROI No. 2007 adding Area 4-195 (424 24th Street) – Ward 2
5. ROI No. 2008 adding Area 4-196 (1206 Oregon Street) – Ward 2
6. ROI No. 2009 adding Area 4-197 (329 S. King Street) – Ward 1
7. ROI No. 2010 adding Area 1-122 (Tract 6419 Phase 4 southwest corner of Etchart Road and Quail Creek Road) - Ward 3

Agreements:

Ward 5

r. Final Map, Improvement Agreement, and Landscape Agreement with Old River & Panama, LLC (Developer) for Tract 6536, Phase 1 located South of Panama Lane and West of old River Road.

Ward 5

s. Final Map and Improvement Agreement with Old River & Panama, LLC (Developer) for Tract 6536, Phase 2 located South of Panama Lane and West of old River Road.

Ward 5

t. Final Map, Improvement Agreement, and Landscape Agreement with Summit Capital Ventures, Inc. and John

Balfanz Homes, Inc.(Developer) for Tract 6578, Unit 9 located South of Pensinger Road and East of South Allen Road.

Ward 3 u. Final Map and Maintenance Agreement with Auburn oak Developers, LLC (Developer) for Tract 7141, Phase 1 located East of Morning Drive, along Morning Star Drive.

Ward 5 v. Final Map and Improvement Agreement with Castle & Cooke for Tract 7299, Unit 7 located West of Allen Rd. and Ming Ave.

Ward 5 w. Final Map, Private Improvement Agreement, and Deferral Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7300, Unit 3 located East of Highgate Park Boulevard and South of Ming Avenue.

Ward 5 x. Final map and improvement agreement with Castle & Cooke California, Inc. (Developer) for Tract 7302, Unit 4 located south of Ming Avenue and west of Allen Road.

Ward 4 y. Final Map and Improvement Agreement and Landscape Agreement with Woodside 06N LP. (Developer) for Tract Map 7317, Phase 2 located South of Stockdale Highway and East of Heath Road.

Ward 5 z. Final Map, Private Improvement Agreement and Landscape Agreement with WPG Bakersfield, LLC (Developer) for Tract 7347, Unit 1 located South of White Lane and West of Windermere Drive.

aa. Authorization to terminate the Tarina Homes Naming Rights Agreement.

ab. Contribution Agreements

1. Agreement with Bakersfield Symphony Orchestra ($50,000) to support core activities at the Bakersfield Museum of Art
2. Agreement with Bakersfield Art Foundation ($50,000) for cultural and recreational activities at City owned facilities

ac. Agreement with MalwareBytes ($22,000) to provide virus/malware device security for City systems.

ad. Agreement with Nearmap US, Inc. (not to exceed $115,500) for Aerial Imagery Subscription.

Ward 4 ae. Median Fee Reimbursement Agreement between the City of Bakersfield and Woodside 06N, LP (not to exceed $74,545.60) for median construction on Stockdale Highway along the frontage of Tentative Tract Map 7240.

af. Hold Harmless Agreement between the Bakersfield Police

Department and Ulrich Barns of California.

ag. Amendment No. 1 to Agreement No. 18-017 with ShotSpotter, Inc., to comply with CalOES Subaward #US17016203, Project Safe Neighborhoods Grant, terms and regulations.

ah. Amendment No. 1 to Agreement No. 18-019 with California State University Bakersfield, Auxiliary for Sponsored Programs Administration, to comply with CalOES Subaward #US17016203, Project Safe Neighborhoods Grant, terms and regulations.

ai. Amendment No. 1 to Agreement No. 18-109 with Bakersfield City School District to continue to provide school resource officers to the District for the 2019-20 school year.

Ward 1

aj. Amendment No. 3 to Agreement No. 16-165 with Abacus IMT, Inc. (extend term by one year), to provide internal combustion engine repair and maintenance for the Wastewater Division.

Ward 5

ak. Amendment No. 1 to Agreement No. 15-071 with Seven Oaks West Master Homeowners Association relating to the addition of Phase 2 involving the Maintenance of Park Facilities.

Ward 5

al. Amendment No. 1 to Transportation Impact Fee Credit Agreement No. 19-064 with Sierra Oaks Partners, LLC, for construction of a traffic signal at the intersection of White Lane and Windermere Drive.

Ward 3

am. Amendment No. 1 to Agreement No. 16-156 with Keith Barnes DBA The Garden Spot (extend term for one additional year) for concession services at the Mesa Marin Sports Complex.

an. Amendment No. 3 to Agreement No. 16-181 with Western Refining Company, LP (extend the term one year), to continue the supply of CSS-1H asphaltic emulsion.

Ward 6

ao. Amendment No. 3 to Agreement No. 16-164 with Centrisys Corporation (extend term one year) to provide dewatering centrifuge repair and maintenance services for the Wastewater Division.

Ward 2

ap. Contract Change Order No. 3 to Agreement No. 18-181 with Cen-Cal Construction ($53,528.03; revised not to exceed $1,313,728.50) for the construction of the Sidewalk Improvements Downtown Pedestrian Connectivity Project.

Ward 2

aq. Contract Change Order Nos. 6, 9, and 23 to Agreement No. 18-154 with Griffith Company ($122,792.00; revised not to exceed $28,740.297.25) for 24th Street Operational Improvement Project.

Bids:

Ward 1

ar. Reject bids for the compost automation project for the Public Works, Solid Waste Division.

as. Extend Bid from Golden State Peterbilt, Bakersfield ($438,525.24) for two four-axle super dump trucks for the Public Works Department, Streets Division.

at. Purchase of Animal Control Truck

1. Extend bid from Jim Burke Ford, Bakersfield, ($87,364.34) for one animal control pickup for the Police Department.
2. Appropriate $88,000 Equipment Fund balance to the Public Works Department's Operating Budget to fund the purchase.

Ward 1

au. Accept bid and approve contract with J.L. Plank dba Cen-Cal Construction, Inc. ($54,300),for the ADA Improvements at Lowell Park.

Ward 6

av. Accept bid and approve contract with J.L. Plank dba CEN-CAL Construction, Inc. ($132,225), for the ADA Improvements at Stiern Park.

Ward 1

aw. Accept bid and approve contract with S&B Sons, Inc. ($57,700), for the shade structures at Lowell Park Picnic Area.

Ward 5

ax. Accept bid and approve contract with Granite Construction Company ($2,892,172) for the 2019-20 Senate Bill 1 funded Pavement Rehabilitation project: Buena Vista Road from San Joaquin Valley Railroad Crossing to White Lane.

ay. Purchase of a super duty truck with a 10’ service bed for the Recreation and Parks Department:

1. Accept bid from Jim Burke Ford, Bakersfield ($61,217.88) for a super duty truck.
2. Appropriate $62,000 Equipment Management Fund balance to the Public Works Department’s Operating Budget to fund the purchase.

Miscellaneous:

az. Response to Grand Jury Findings and Recommendations regarding SB 1383 Rules and Regulations.

Ward 2

ba. Transfer $1,523,133 currently budgeted federal Regional Surface Transportation Program (RSTP) funds and $406,875 currently budgeted Gas Tax Funds from the Pavement Rehabilitation Brundage Lane project to the new Pavement Rehabilitation F Street project.

Ward 1

bb. Letter of Support for the Assignment, Assumption, and Extension of the Loan Terms of Redevelopment Agreement

(RA) 09-005 for the Rehabilitation of Madison Place Apartments from Mercy-Housing California-XI L.P., to Self-Help Enterprises.

1. Direct staff to issue a letter of support stating the City of Bakersfield's willingness to assign and extend the terms of RA 09-005 from Mercy-Housing California –XI L.P. (Mercy) to Self-Help Enterprises (SHE);
2. Upon SHE's proceeding with acquiring the property, direct staff to work with Self-Help Enterprises to negotiate new loan terms, develop conditions for the assignment and assumption of the loan, and prepare all documents as needed to bring back to your Council for approval.

bc. Request to convert the Associate Attorney position to that of a Deputy City Attorney I/II.

Successor Agency Business:

bd. Receive and file Successor Agency payments from July 5, 2019, to August 5, 2019, in the amount of $964,014.92.

Public Safety/Vital Services Measure:

Ward 3

be. Accept bid and approve contract with S & B Sons, Inc. ($350,932.40), for the Tarina Homes Sports Complex at Mesa Marin Pickleball & Basketball Courts.

9. CONSENT CALENDAR PUBLIC HEARINGS

Staff recommends conducting Consent Calendar Public Hearing and approval of items.

10. HEARINGS

Ward 1

a. The vacation of Massey Drive, a street dedicated with Parcel Map 11473, located on the north side of E. Pacheco Road, approximately 1230' west of Cottonwood Road.

Staff recommends adoption of the Resolution.

11. REPORTS

Ward 3

a. City in the Hills Assessment District 05-01Delinquency Status Report.

Staff recommends acceptance of the report.

12. DEFERRED BUSINESS

13. NEW BUSINESS

a. First reading of an ordinance amending Sections 17.04.539 and 17.58.110, and Chapter 17.65 of the Bakersfield Municipal Code relating to Second Dwelling Units.

Staff recommends first reading of the ordinance.

b. 2018 Annual Housing Progress Report.

Staff Recommends Council receive and file.

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Presentations 4. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 8/7/2019

WARD:

SUBJECT: Proclamation to Russell Judd, CEO of Kern Medical, Rob Purdie, Patient/Program Development Coordinator for the Valley Fever Institute at Kern Medical, and Aidee Cardenas, Community Engagement Coordinator at Kern Medical, declaring Valley Fever Awareness Month on August 2019.

STAFF RECOMMENDATION:

BACKGROUND:

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Workshops 6. a.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 6/26/2019

WARD:

SUBJECT: Adoption of the 2019-2020 City Council Goals with accompanying Action Items.

STAFF RECOMMENDATION:

Staff recommends adoption of the goals.

BACKGROUND:

In years past, the City Council has refreshed the Council Goals document every two years, giving enough time for potentially newly-elected members to provide input on the goals document moving forward. The 2019-2020 City Council goals have taken on a new approach in both format and content than the previous iterations, while maintaining the same priorities. This new format features a matrix-style plan that is guided by 8 overarching goals, adopted by City Council on June 28th, 2019, and are being presented at the August 14th meeting with accompanying Action Items that outline the steps departments will take to make meaningful progress.

The intent of the goals document revision is to streamline the Council Goals into easily-tracked and measurable action items, which provides insight on upcoming activities at the onset of their adoption, rather than waiting for a progress report at the time of the next Council Goals update. In addition to this new format, staff will now be providing a mid-year progress report on the action items within the goals document and will refer to this document when submitting budget transmittals for the following fiscal year.

Staff recommends adoption of the 2019-2020 City Council Goals with accompanying Action Items.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	2019-2020 Draft City Council Goals	Backup Material

BAKERSFIELD

CITY MANAGER'S OFFICE

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **ALAN TANDY, CITY MANAGER**

SUBJECT: **COUNCIL MEETING, AUGUST 14, 2019**
AGENDA ITEM WORKSHOPS 6.a.

Please find attached an updated version of the City Council Goals document, with additional Councilmember feedback included which was received following the agenda deadline.

City Manager's Office • 1600 Truxtun Avenue • Bakersfield • California • 93301
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City of Bakersfield

2019-2020

City Council Goals

Mayor

Karen K. Goh

City Councilmembers

Willie Rivera	Ward 1
Andrae Gonzales	Ward 2
Ken Weir	Ward 3
Bob Smith	Ward 4
Bruce Freeman	Ward 5
Jacqui Sullivan	Ward 6
Chris Parlier	Ward 7

Submitted by:

Alan Tandy, City Manager

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2019-2020 City Council Overarching Goals

1 Quality Public Safety Services

Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

2 Address Homelessness

Increase shelter capacity and identify targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

3 Maintain Fiscal Solvency

Plan for stable and consistent fiscal solvency through prudent management of general fund reserves, facility replacement reserves, pension obligations, and evaluation for cost and operational efficiencies.

4 Enhance Quality of Life and Public Amenities

Improve and enhance the condition of public amenities, parks, and streetscapes to bolster the quality of life for our community and leave a positive impression for visitors.

5 Strengthen and Diversify our Economic Base

Streamline development processes and targeted investments and incentives in strategic areas throughout the City to increase economic activity and job creation.

6 Enhance Infrastructure

Replace deteriorated streets, enhance infrastructure for pedestrian and bicycle safety, and meet the current schedule for construction of all phases of the Thomas Roads Improvement Program to improve the City's transportation network for all users.

7 Promote Community Pride, Image, and Excellent Customer Service

Provide superior customer service that empowers constituents to engage meaningfully with Councilmembers and staff and demonstrates the commitment and pride that employees and residents take in our community and its successes.

8 Invest in Urban Renewal and Downtown Development

Revitalize established areas of the city such as Downtown Bakersfield, historic areas, and areas that are ineligible for federal funding for projects such as the installation of curb, gutter, sidewalks, and related infrastructure.

1. Provide Quality Public Safety Services

Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.1	**Hire 100 additional police officers and enhance support staff**	The City of Bakersfield has seen an unfavorable rise in part 1 crime, including gang violence, domestic violence, assault, vehicle theft, and burglary and property crime. The Bakersfield Police Department aims for the benchmark of 1.3 sworn officers per 1,000 in population.	**1.1a -** Completion of the Police Training Academy at 4646 California Avenue **1.1b –** Completion of the August 2019 Academy **1.1c -** Progressive Recruitment Efforts	Hiring additional officers will increase the numbers of officers on patrol, allowing the department to reduce response times to priority one calls and ShotSpotter activations, engage in proactive crime prevention strategies, further suppress and intervene in gang activity, and increase high visibility patrols in public areas.	Police HR	July 2019	June 30, 2022	-Number of newly hired sworn staff -Academy completion dates -Recruitment Activities
1.2	**Improve response times to all priority calls**	Per recommendation by the International Associations of Chiefs of Police, the Bakersfield Police Department has worked diligently to reduce Priority 1 response times to under six minutes. Capacity must be built in order to reduce response times to all calls.	**1.2a** - New classification of and recruitment for Communications Specialist and Police Report Technicians **1.2b** - Implementation of the Regional Radio Network **1.2c –** Police and Fire Dispatcher Recruitment	With the addition of sworn and professional personnel the Police department aims to reduce the citywide average response time to 5:30, answer 95% of all 911 calls within 15 seconds or less per National Emergency Number Association (NENA) Standard, and dedicate staff to respond to online and telephone police reports.	Police Fire	July 2019	June 30, 2022	-Response times report w/ accompanying staff numbers and priority classification -Dispatch response times report w/ accompanying staff numbers and priority classification -Regional Radio Network Progress Update -Personnel Recruitment Dates and outcomes

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.3	**Utilize Data-Driven Crime Reduction Strategies to Reduce Part 1 Crime**	Modern policing practices involve using data to follow trends and efficiently deploy resources.	**1.3a -** Recruit for Crime Analyst and Lab Analyst **1.3b –** Recruit for detectives to bolster the Violent Criminal Apprehension Team (VCAT), Special Enforcement Unit (SEU), and FBI Violent Crime Taskforce **1.3c –** Implement the Citywide camera project **1.3d –** Expand the ShotSpotter Program **1.3e –** Implement body worn cameras for all sworn officers	Consistent data-driven strategizing aims to reduce part 1 crime across the city and provide staff with the tools to thoroughly investigate, thereby increasing the quality of life for all residents.	Police HR Technology Services	July 2019	June 30, 2022	-CompStat Meeting framework -Recruitment timelines and progress -Monthly Special Enforcement Unit (SEU) report -ShotSpotter timeline and number of activations -Body Worn Camera timeline and progress
1.4	**Maintain High Quality Fire Department Certifications**	The City aims to not only maintain public-safety standards, but also continually seeks improvement in order to deliver efficient and effective services.	**1.4a –** Retain Insurance Services Office, Inc. (ISO) Class 2 Rating **1.4b -** Obtain Center for Public Safety Excellence Accreditation	"Many insurers use Public Protection Classification (PPC) ratings as a measure of the risk of fire losses in a community, an important item to consider when determining premiums for property insurance[1]."	Fire	July 2019	Ongoing	-Quarterly Reports of Fire Department Activities in pursuing certification
1.5	**Maintain Effective Emergency Preparedness**	The City of Bakersfield must stay prepared for emergency and disaster events such as wildfires, flood, earthquakes and subsequent recovery efforts.	**1.5a -** Continue Threat and Hazard Identification and Risk Assessment for Metro Area; Participation in Kern Hazard Mitigation Plan update **1.5b -** Improve Interdepartmental Readiness Through Risk and Safety Training	Additional training and public outreach will aid departments in identifying risk reduction opportunities, improve inter-departmental readiness through training, and improve response capabilities and disaster preparedness for all City of Bakersfield Departments.	All City Departments Internal Safety Committee	July 2019	Ongoing	-Preparedness grant funding status -Track Interdepartmental Training and Mobilization Exercises – Completion of a Five-Year Strategic Plan for the Fire Department

[1] (Gibson, 2018)

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.6	**Improve Public Education Efforts regarding Public Safety**	Education plays an invaluable role in threat prevention and preparedness. It is important to promote a safe community through outreach and awareness.	**1.6a –** Community Relations Unit Outreach Activities **1.6b -** Host Fire/PD Safety Clinics; including the annual Public Safety Day	Improved public awareness can reduce fire, fire loss, and prevent injuries. Enhanced knowledge of situational awareness can empower residents and businessowners to protect their assets.	Fire Police	July 2019	Ongoing	-Public Safety Day Attendance -Number of outreach events

2. Address Homelessness

Increase shelter capacity and identify targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
2.1	**Increase Shelter Capacity**	Local shelters do not have the capacity to meet the need for overnight housing. The 2019 Point-in-Time (PIT) count showed a 50% increase in homeless. Persons who camp throughout the City illegally must have viable options to relocate.	**2.1a** – Emergency, low-barrier shelter development **2.1b** - Permanent/Transitional Housing development **2.1c** - Facilitate completion of two 40-bed expansion projects	Increased shelter capacity will give those experiencing homelessness more options to be sheltered, as well as access to services and support.	Development Services City Manager's Office	July 2019	June 30, 2021	-Shelter Construction -Permanent/Transitional Housing progress -Shelter Capacity by number of beds
2.2	**Increase Outreach Services**	It takes repeated positive interactions with a person experiencing homelessness in order to build trust and open someone up to receiving services. Additionally, those who would benefit from mental health support require ongoing support in addition to housing.	**2.2a –** Coordination of budgeted $450K from the City to third party groups for enhanced support services **2.2b -** Increase support and range for Impact Officers (+15%) **2.2c –** Allow opportunities for City staff to participate in the 2020 PIT count	By supporting additional outreach services, persons experiencing homelessness will have access to more opportunities to improve their situations and start the path to supportive and permanent housing solutions.	Development Services City Manager's Office Police	July 2019	June 30, 2021	-Outreach Service Providers selected and reported activities -Impact Officers Report and calls for service # of PIT Count Volunteers ESG funds under contract

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
2.3	**Rapid Response Team**	The rise in unauthorized campsites and illegal waste dumping throughout the City has posed a health and safety hazard for residents, business owners, and visitors. Staffing prior to FY' 20 was frequently redirected from regular duties to respond to such situations, which has delayed services in other areas.	**2.3a** – Upgrade the Bakersfield Mobile App to include unauthorized encampment cleanup **2.3b** – Recruit dedicated staff to the 7-day a week Rapid Response Team **2.4c** – Implement an internal project management system dedicated to Rapid Response Activities	Using the Bakersfield Graffiti team model, the 7-day a week Rapid Response team aims to, where legally possible, make contact within 48 hours, abate and clear unauthorized encampments, immediately relocate persons, and educate homeowners and businessowners.	Development Services Recreation and Parks	July 2019	June 30, 2020	-Staff recruitment -Calls for Rapid Response Team Service -Number of Clean-ups
2.4	**Engage Actively with the Homeless Collaborative and Fund Homelessness Solutions**	The rise in number of persons experiencing homelessness is a nationwide issue that has hit California cities particularly hard. The local Homeless Collaborative will be updating and enhancing their administrative structure, of which the City will take an active role.	**2.4a** – Completion of MOU with the City and the Homeless Collaborative for the City to become an engaged administrative partner **2.4b** – Continue advocacy for State funding to address homelessness **2.4c** – Allocate Housing and Urban Development Funding to provide for solutions such as the creation of affordable housing, shelter capacity building, and support services through the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), the HOME Investments Partnership Program (HOME)	The City's role in the Homeless Collaborative will serve to increase capacity and enhance services offered by strategically allocating funding across the various stakeholders involved in homelessness solutions. The City, along with local partners, aims to make a meaningful reduction in homelessness by connecting more people to services and opening opportunity to develop more affordable housing.	Development Services	July 2019	Ongoing	-Homeless Collaborative MOU with City -HUD funding recipients progress reporting -CDBG -ESG -HOME -Number of persons employed with homeless clean-up crews

3. Maintain Fiscal Solvency

Plan for stable and consistent fiscal solvency through prudent management of general fund reserves, facility replacement reserves, pension obligations, and evaluation for cost and operational efficiencies.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
3.1	**Fund the City's Cash Basis and Facilities Reserves to sustainable levels**	Planning for economic uncertainties is crucial to long-term stability for local jurisdictions to buffer from budget shortfalls which can lead to an undesirable decline in levels of services and personnel cuts.	**3.1a** – Increase the General Fund Reserves to $54 million to reach the recommended level of two months of General Fund reserves by FY 2024-25 **3.1b** – Increase the Facilities Replacement Reserve to $10 million by FY 2024-25	Substantiating the City's Financial Reserves is a crucial tenet of conservative fiscal planning and will help protect the City from economic uncertainties.	Finance City Manager's Office	July 2019	June 30, 2025	-Budget Proposals from FYs 2020-2025
3.2	**Modernize and Enhance Financial Systems and Processes**	Financial related processes and procedures need updating to improve customer service and the current Enterprise Resource Planning (ERP) program does not meet all the needs of the 21st Century municipality	**3.2a** - Initiate study by outside consultants to examine current financial systems strengths and weaknesses **3.2b** - Review all financial related procedures and processes and correlate to industry best practices such as those set by the Government Finance Officers Association (GFOA)	A review of the City's internal finance systems aims to improve and expedite customer interaction, improve relations with vendors and local business, and expedite department financial-associated tasks.	Finance Technology Services City Manager's Office	July 2019	June 30, 2021	-Completed consultant report -Selection of new ERP software -Updated internal procedures manual

4. Enhance Quality of Life and Public Amenities

Improve and enhance the condition of public amenities, parks, and streetscapes to bolster the quality of life for our community and leave a positive impression for visitors.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
4.1	**Improve and Enhance City Parks and Amenities**	The health demographics of Kern County indicate high obesity rates among children and adults. Additionally, heart disease and diabetes rates are higher than average in this area. Reducing these health indicators will benefit the community.	**4.1a** - Kaiser Permanent Sports Village Design phase 4 **4.1b** - Tarina Homes @ Mesa Marin Design Phase 3 **4.1c** - Playground improvements at Lowell Park and Stiern Park	With the addition of softball fields, soccer and youth football, many more regional, state and national events will be hosted in Bakersfield. Currently, large tournaments must use several locations for their games. By expanding field space, tournament directors will book events in Bakersfield.	Public Works Recreation and Parks	July 2019	June 30, 2020	-Project timelines
4.2	**Streetscapes**	The City underwent a long-term drought that led to a massive loss of trees that staff have been working to replace ever since. Additional work still needs to be done to replace landscaping and enhance landscaping throughout the City.	**4.2a-** Annual tree planting program **4.2b –** Downtown wayfinding and streetscape studies	Planting trees and maintaining streetscapes will lead to cleaner roads and will beautify and improve aesthetics while providing clean air benefits.	Public Works Recreation and Parks	July 2019	June 30, 2020	-Planting Schedule and reporting -Chester Ave, H, Street and Downtown streetscape report

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
4.3	**Neighborhood Parks**	Neighborhood parks are important amenities that promote outdoor activity, recreation, and pride in the community.	**4.3a** - Beale Park Improvements **4.3b** - Linnell Brahma Park Development **4.3c** - Bridle Creek Park Development	Beale Park restroom replacement will enhance visitor experience at the park. Residents in each area anticipate high use of the parks with local families.	Recreation and Parks Development Services	July 2019	June 30, 2021	-Park completion timelines
4.4	**Park Safety**	Vandalism, broken parks equipment, and illegal waste dumping takes a disproportionate amount of staff time and resources to address.	**4.4a** – Contract with security firms for parks security **4.4b** – Parks security camera project	Protecting the City's parks and green spaces is crucial to ensuring we preserve family-friendly opportunities for recreation.	Recreation and Parks Police	July 2019	June 30, 2020	-Security Contract completion -Number of calls for service to parks locations -Security camera completion
4.5	**Protect the Kern River and the City's Water Supply**	Water is a precious natural resource that provides our City with a beautiful amenity in the Kern River and necessitates careful conservation to buffer against drought conditions. Groundwater restoration and quality is also an important concern.	**4.5a** - Water Resources River Restoration Project Report **4.5b** – Downstream water purchases **4.5c** – Conservation education **4.5d** - Upgrade MaxiCOM	Protecting the City's water supply and ensuring the City has the benefit of the Kern River amenity can lead to cleaner banks and more efficient water usage.	Water Resources Recreation and Parks	July 2019	June 30, 2020	-Water Board Agreements -Conservation education materials and outreach

5. Strengthen and Diversify our Economic Base

Streamline development processes and targeted investments and incentives in strategic areas throughout the City to increase economic activity and job creation.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
5.1	**Development Process Streamlining**	The City of Bakersfield prides itself on being business friendly and has received feedback from the development community on ways to improve the permitting process.	**5.1a –** Implementation of an Online Permitting Process **5.1b** – Staff training on the permitting process	With a streamlined permitting process, the City aims to increase the number of permits granted, while cutting down on wait time, and ensuring staff is communicating and trained on all aspects of the process with both internal departments and applicants.	Development Services Public Works	July 2019	June 30, 2021	-Reports from Planning and Development Committee on permit streamlining -Number of plan reviews completed in FY 20 and 21 -Average time for permit process completion for FY 20 and 21
5.2	**Reinstate the Economic Development Division**	Enhanced economic development initiatives help create a healthy economy with public investment and encourage private investment in land, labor, capital and entrepreneurship. Actions by the City can have a positive effect on local business activity, employment, income distribution patterns, and fiscal solvency.	**5.2a** - Develop a Citywide Market Analysis and Economic Development Strategy **5.2b** - Recruit a dedicated economic development grant writer	The City aims to enhance knowledge of local economic conditions, challenges and opportunities, Improve the City's offering of economic development services to attract new business and employers, and increase property values and encourage private investment by rehabilitating under-utilized parcels.	Development Services Visit Bakersfield City Manager's Office	July 2019	June 30, 2021	-Reported tax revenue, including sales tax and transient occupancy tax (TOT) -Report number of building permits per FY 20 and 21 -Report job numbers from FY 20 and 21

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
5.3	**Implement Economic Opportunity Area (EOA) Plan**	The elimination of Redevelopment Agencies by the State severely limited the City's ability to redevelopment underutilize properties for the benefit of the larger community.	**5.3a** -Allocating up to $700,000 to fund and begin implementation of the EOA Plan to provide assistance such as grants and small business loans to encourage investment in our City	The implementation of the EOA aims to increase the assessed values of local industrial and commercial properties and bolster economic development	Development Services City Manager's Office	July 2019	June 30, 2021	-Report of number Businesses Assisted -Amount of Public investment -Amount of private investment - Reported tax revenue, including sales tax and property tax

6. Enhance Infrastructure

Replace deteriorated streets, enhance infrastructure for pedestrian and bicycle safety, and meet the current schedule for construction of all phases of the Thomas Roads Improvement Program to improve the City's transportation network for all users.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
6.1	**Completion of the Thomas Roads Improvement Program (TRIP)**	TRIP projects have been identified as necessary to relieve the stress on outdated infrastructure, caused by years of rapid growth in population, inter-regional travel, and freight movement.[2]	**6.1a** - The 24th Street Improvement Project **6.1b** - Beltway Operational Improvements **6.1c** - Kern River Bridge Improvements **6.1d** - Belle Terrace Operational Improvements **6.1e** - Stockdale & Enos **6.1f** - Bakersfield Freeway Connector	The projects will facilitate regional mobility, economic growth and development, as well as reduce travel time through major transportation corridors.[2]	Public Works Finance City Manager's Office	July 2019	Project Timelines Vary	-Monthly TRIP Reports -Project Completion Timelines
6.2	**Retrofit, maintain, and enhance, the City's infrastructure**	Much of the City's infrastructure is old and aging and was constructed under old standards. The existing infrastructure, including roads, buildings, sewer lines, sidewalks, and bridges, needs repair and consistent maintenance.	**6.2a** -Complete the Downtown Sewer Study **6.2c** – Maintain roads through SB 1, Regional Surface Transportation Program (RSTP), CDBG, and Transportation Development Act (TDA) Opportunities **6.2d** – Enhance the aesthetics of medians on arterial roads such as Truxtun Avenue and Ming Avenue **6.2e** - Update the Pavement Management System	Understanding the conditions of our infrastructure will help improve deficiencies in the network, including rehabilitation, repair, and resurfacing to improve driving experience, safety, and have less wear & tear on vehicles.	Public Works	July 2019	June 30, 2020	-Sewer study report with recommendations. -Updated Pavement Condition Index (PCI)

[2] www.bakersfieldfreeways.us

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
6.3	**Improve Pedestrian transit-related Health**	Transportation infrastructure has residual impacts to health and safety that are complex to address. The geographic nature of the central valley makes Bakersfield more susceptible to air pollution, which can be exacerbated by excess traffic.	**6.3a** – Congestion Mitigation and Air Quality Improvement (CMAQ) opportunities to implement signal coordination and intelligent transportation systems **6.3b** – Active Transportation Program (ATP) opportunities to install additional bike lanes, bike trails, and sidewalks **6.3c** – Highway Safety Improvement Program (HSIP) opportunities to install additional countdown pedestrian timers, and guard rail projects.	Strategic infrastructure can reduce idling & stop times and additional bicycle network infrastructure can encourage less vehicles on the road resulting in cleaner air and less opportunities for accidents. These projects can reduce air emissions, improve safety features, and encourage active transportation.	Public Works Development Services City Manager's Office	July 2019	June 30, 2020	-Grant Application Status Reports -Implementation of Grant Projects
6.4	**Improve Bicycle and Pedestrian Safety**	Bicycle and pedestrian-related traffic accidents and near misses can discourage users from active transportation. The City strives to earn the title of a Bicycle Friendly Community by the League of American bicyclists by improving conditions and education for all road users.	**6.4a** - Bike & Pedestrian Safety Study **6.4b** - Street Light Study **6.4c** – Progress the City's Americans with Disabilities Act (ADA) transition plan with further upgrades to the public right-of-way and City facilities	By collecting meaningful data on bicycle and pedestrian safety and exploring additional ways to improve network conditions, the City aims to reduce the number of bicycle and pedestrian-related accidents.	Public Works	July 2019	June 30, 2020	-Bike and Pedestrian Report and Presentation to Council - Streetlight study report with recommendations. --Traffic Incident Data collection
6.5	**Improve Bicycle and Pedestrian Infrastructure**	In partnership with education and data collection, the physical infrastructure of the transportation network should support all users. The City has previously adopted a Bicycle Transportation Plan, and strives to meet complete streets best practices.	**6.5a** - Kentucky Street Urban Greening Project **6.5b** – Friant-Kern Canal Bike Path **6.5c** – Pacheco Rd Bike Path **6.5d** - Rudd Road Bike Path **6.5e** - CDBG curb, gutter, sidewalk on 24th Street & Oak St Improvements	The enhancement and expansion of the Kern River Multipurpose Path encourages biking and walking and pedestrian accessibility. By building confidence in active transportation, the City aims to lay the groundwork for wider bicycle and pedestrian options Citywide.	Public Works Recreation and Parks	July 2019	Project Timelines Vary June 30, 2022	-Grant Application Status Reports -Implementation of Grant Projects

7. Promote Community Pride and Foster a Culture of Customer Service

Provide superior customer service that empowers constituents to engage meaningfully with Councilmembers and staff and demonstrates the commitment and pride that employees and residents take in our community and its successes.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
7.1	**Provide Opportunity for Customer Service Training**	The City of Bakersfield has always prided itself on excellent customer service. To continue in this tradition, additional opportunities for professional development demonstrate to our employees the value the City places in their service.	**7.1a –** Conflict De-Escalation Training **7.1b –** Customer Service Training Opportunities	Excellent customer service will lead to greater confidence in our services and enhanced partnerships within our community.	All Departments	July 2019	June 30, 2020	-Training Reports, including attendance and ratings
7.2	**Market Bakersfield**	The City and our region have blossomed over the years while maintaining a "small town" feel. Yet, there is "more to explore" about Bakersfield for both visitors and residents alike.	**7.2a –** Participate in the Regional Bakersfield Branding and Marketing Campaign **7.2b-** Downtown Banner Program **7.2c –** Bakersfield Marketing efforts through Visit Bakersfield	The City aims to highlight the amenities, businesses, and opportunities our community has to offer.	City Manager's Office Visit Bakersfield	July 2019	June 30, 2020	-Regional and Bakersfield Branding Launch -Banner Program Launch and Progress -Visit Bakersfield Marketing campaigns

8. Invest in Urban Renewal and Downtown Development

Revitalize established areas of the city such as Downtown Bakersfield, historic areas, and areas that are ineligible for federal funding for projects such as the installation of curb, gutter, sidewalks, and related infrastructure.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
8.1	**Urban Renewal**	Older parts of the City will benefit from modern infrastructure upgrades and updates, such as Old Town Kern, 34th Street, and other underutilized parcels throughout the City. Some of these parcels do not qualify for CDBG funding and require dedicated investment.	**8.1a** - The reinstated Economic Development Department will oversee the investment of $1.2 million for redevelopment and urban renewal, including the aforementioned EOA zones **8.1b** - $700K has been allocated in the Capital Improvement Program (CIP) budget for infrastructure improvements to Wards 1 and 2	Urban revitalization can attract private investment, preserve historic character, and boost the livability of older areas of town.	Development Services Public Works City Manager's Office	July 2019	June 30, 2020	-Report on parcels acquired through ED Department -Report on Wards 1 and 2 infrastructure project progress
8.2	**Downtown Bakersfield Development**	The City has a strong blueprint to work from in the Making Downtown Bakersfield Vision Plan. In partnership with local organizations, the Downtown area can be developed even further for customer convenience and modern approaches to marketing.	**8.2a** – Downtown Banner program **8.2b** – Transformative Climate Communities (TCC) Planning Grant **8.2c** – Downtown Parking Study Phase III	The City aims to instill even more pride in the downtown area, create opportunities for job creation, promote attractions, and increase the number of residents downtown to 10,000 by 2030.	Development Services City Manager's Office Visit Bakersfield	July 2019	June 30, 2020	-Report on number of residential units -Report on number of office, retail, hotel properties -Parking study recommendation implementation

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
8.3	**Housing and Mixed-Use Development**	Though Bakersfield remains one of the more affordable cities in California, with a growing population and volatile local industries, the need for affordable housing is greater than ever.	**8.3a** - SB 2 Planning Grant **8.3b** – Development of the Bakersfield Commons	Expanding opportunity in housing capacity aims to create affordable, quality housing, increase homeownership.	Development Services	July 2019	June 30, 2020	-Report of number of housing and mixed-use units created -SB 2 Planning grant status
8.4	**Sustainable Growth and Development**	The time has come to update key planning documents for the City of Bakersfield. These documents help set the foundation fur sustainable development and land use.	**8.4a** -Bakersfield General Plan update **8.4b** – Bakersfield Consolidated Plan **8.4c** - Bakersfield Habitat Conservation Plan (BHCP)	Refreshing the City's planning documents promotes functional and long-range economic growth.	Development Services City Manager's Office	June 30, 2020	May 31, 2020	-Home occupancy -Completed RFP for General Plan Analysis options -Recording of zone changes

City of Bakersfield

2019-2020

City Council Goals

Mayor

Karen K. Goh

City Councilmembers

Willie Rivera	Ward 1
Andrae Gonzales	Ward 2
Ken Weir	Ward 3
Bob Smith	Ward 4
Bruce Freeman	Ward 5
Jacqui Sullivan	Ward 6
Chris Parlier	Ward 7

Submitted by:

Alan Tandy, City Manager

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2019-2020 City Council Overarching Goals

1 Quality Public Safety Services

Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

2 Address Homelessness

Increase shelter capacity and identify targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

3 Maintain Fiscal Solvency

Plan for stable and consistent fiscal solvency through prudent management of general fund reserves, facility replacement reserves, pension obligations, and evaluation for cost and operational efficiencies.

4 Enhance Quality of Life and Public Amenities

Improve and enhance the condition of public amenities, parks, and streetscapes to bolster the quality of life for our community and leave a positive impression for visitors.

5 Strengthen and Diversify our Economic Base

Streamline development processes and targeted investments and incentives in strategic areas throughout the City to increase economic activity and job creation.

6 Enhance Infrastructure

Replace deteriorated streets, enhance infrastructure for pedestrian and bicycle safety, and meet the current schedule for construction of all phases of the Thomas Roads Improvement Program to improve the City's transportation network for all users.

7 Promote Community Pride, Image, and Excellent Customer Service

Provide superior customer service that empowers constituents to engage meaningfully with Councilmembers and staff and demonstrates the commitment and pride that employees and residents take in our community and its successes.

8 Invest in Urban Renewal and Downtown Development

Revitalize established areas of the city such as Downtown Bakersfield, historic areas, and areas that are ineligible for federal funding for projects such as the installation of curb, gutter, sidewalks, and related infrastructure.

1. Provide Quality Public Safety Services

Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.1	**Hire 100 additional police officers and enhance support staff**	The City of Bakersfield has seen an unfavorable rise in part 1 crime, including gang violence, domestic violence, assault, vehicle theft, and burglary and property crime. The Bakersfield Police Department aims for the benchmark of 1.3 sworn officers per 1,000 in population.	**1.1a -** Completion of the Police Training Academy at 4646 California Avenue **1.1b –** Completion of the August 2019 Academy **1.1c -** Progressive Recruitment Efforts	Hiring additional officers will increase the numbers of officers on patrol, allowing the department to reducing response times to priority one calls and ShotSpotter activations, engage in proactive crime prevention strategies, further suppress and intervene in gang activity, and increase high visibility patrols in public areas.	Police HR	July 1, 2019	June 30, 2022	-Number of newly hired sworn staff -Academy completion dates -Recruitment Activities
1.2	**Improve response times to all priority calls**	Per recommendation by the International Associations of Chiefs of Police, the Bakersfield Police Department has worked diligently to reduce Priority 1 response times to under six minutes. Capacity must be built in order to reduce response times to all calls.	**1.2a** - New classification of and recruitment for Communications Specialist and Police Report Technicians **1.2b** - Implementation of the Regional Radio Network **1.2c** – Police and Fire Dispatcher Recruitment	With the addition of sworn and professional personnel the Police department aims to reduce the citywide average response time to 5:30, answer 95% of all 911 calls within 15 seconds or less per National Emergency Number Association (NENA) Standard, and dedicate staff to respond to online and telephone police reports by 2022.	Police Fire	July 1, 2019	June 30, 2022	-Response times report w/ accompanying staff numbers and priority classification -Dispatch response times report w/ accompanying staff numbers and priority classification -Regional Radio Network Progress Update -Personnel Recruitment Dates and outcomes

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.3	**Utilize Data-Driven Crime Reduction Strategies to Reduce Part 1 Crime**	Modern policing practices involve using data to follow trends and efficiently deploy resources.	**1.3a -** Recruit for Crime Analyst and Lab Analyst **1.3b –** Recruit for detectives to bolster the Violent Criminal Apprehension Team (VCAT), Special Enforcement Unit (SEU), and FBI Violent Crime Taskforce **1.3c –** Implement the Citywide camera project **1.3d –** Expand the ShotSpotter Program **1.3e –** Implement body worn cameras for all sworn officers	Consistent data-driven strategizing aims to reduce part 1 crime across the city and provide staff with the tools to thoroughly investigate, thereby increasing the quality of life for all residents.	Police HR Technology Services	July 2019	June 30, 2022	-CompStat Meeting framework -Recruitment timelines and progress -Monthly Special Enforcement Unit (SEU) report -ShotSpotter timeline and number of activations -Body Worn Camera timeline and progress
1.4	**Maintain High Quality Fire Department Certifications**	The City aims to not only maintain public-safety standards, but also continually seeks improvement in order to deliver efficient and effective services.	**1.4a –** Retain Insurance Services Office, Inc. (ISO) Class 2 Rating **1.4b -** Obtain Center for Public Safety Excellence Accreditation	"Many insurers use Public Protection Classification (PPC) ratings as a measure of the risk of fire losses in a community, an important item to consider when determining premiums for property insurance[1]."	Fire	July 2019	Ongoing	-Quarterly Reports of Fire Department Activities in pursuing certification
1.5	**Maintain Effective Emergency Preparedness**	The City of Bakersfield must stay prepared for emergency and disaster events such as wildfires, flood, earthquakes and subsequent recovery efforts.	**1.5a -** Continue Threat and Hazard Identification and Risk Assessment for Metro Area; Participation in Kern Hazard Mitigation Plan update **1.5b** - Improve Interdepartmental Readiness Through Risk and Safety Training	Additional training and public outreach will aid departments in identifying risk reduction opportunities, improve inter-departmental readiness through training, and improve response capabilities and disaster preparedness for all City of Bakersfield Departments.	All City Departments Internal Safety Committee	July 2019	Ongoing	-Preparedness grant funding status -Track Interdepartmental Training and Mobilization Exercises – Completion of a Five-Year Strategic Plan for the Fire Department

[1] (Gibson, 2018)

	Action Item	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
1.6	**Improve Public Education Efforts regarding Public Safety**	Education plays an invaluable role in threat prevention and preparedness. It is important to promote a safe community through outreach and awareness.	**1.6a –** Community Relations Unit Outreach Activities **1.6b -** Host Fire/PD Safety Clinics; including the annual Public Safety Day	Improved public awareness can reduce fire, fire loss, and prevent injuries. Enhanced knowledge of situational awareness can empower residents and businessowners to protect their assets.	Fire Police	July 2019	Ongoing	-Public Safety Day Attendance -Number of outreach events

2. Address Homelessness

Increase shelter capacity and identify targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
2.1	**Increase Shelter Capacity**	Local shelters do not have the capacity to meet the need for overnight housing. The 2019 Point-in-Time (PIT) count showed a 50% increase in homeless. Persons who camp throughout the City illegally must have viable options to relocate to.	**2.1a** – Emergency, low-barrier shelter development **2.1b** - Permanent/Transitional Housing development **2.1c -** Facilitate completion of two 40-bed expansion projects	Increased shelter capacity will give those experiencing homelessness more options to be sheltered, as well as access to services and support.	Development Services City Manager's Office	July 2019	June 30, 2021	-Shelter Construction -Permanent/Transitional Housing progress -Shelter Capacity by number of beds
2.2	**Increase Outreach Services**	Experience has shown that is takes at least 17 "gentle touches", or positive interactions with a person experiencing homelessness in order to build trust and open someone up to receiving services. Additionally, those who would benefit from mental health support need require ongoing support in addition to housing.	**2.2a –** Coordination of budgeted $450K from the City to third party groups for enhanced support services **2.2b -** Increase support and range for Impact Officers (+15%) **2.2c –** Allow opportunities for City staff to participate in the 2020 PIT count	By supporting additional outreach services, persons experiencing homelessness will have access to more opportunities to improve their situations and start the path to supportive and permanent housing solutions.	Development Services City Manager's Office Police	2019	Yearly Update to Council	-Outreach Service Providers selected and reported activities -Impact Officers Report and calls for service # of PIT Count Volunteers ESG funds under contract

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
2.3	**Rapid Response Team**	The rise in unauthorized campsites and illegal waste dumping throughout the City has posed a health and safety for residents, business owners, and visitors. Staffing prior to FY' 20 was frequently redirected from regular duties to respond to such situations, which has delayed services in other areas.	**2.3a** – Upgrade the Bakersfield Mobile App to include unauthorized encampment cleanup **2.3b** – Recruit dedicated staff to the 7-day a week Rapid Response Team **2.4c** – Implement an internal project management system dedicated to Rapid Response Activities	Using the Bakersfield Graffiti team model, the 7-day a week Rapid Response team aims to, where legally possible, make contact within 48 hours, abate and clear unauthorize encampments, immediately relocate, reduce number shopping carts, and educate homeowners and businessowners.	Development Services Recreation and Parks	July 2019	June 30, 2020	-Staff recruitment -Calls for Rapid Response Team Service -Number of Clean-ups
2.4	**Engage Actively with the Homeless Collaborative and Fund Homelessness Solutions**	The rise in number of persons experiencing homelessness is a nationwide issue that has hit California cities particularly hard. The local Homeless Collaborative will be updating and enhancing their administrative structure, of which the City will take an active role.	**2.4a** – Completion of MOU with the City and the Homeless Collaborative for the City to become an engaged administrative part **2.4b** - Maintain Homeless Emergency Aid Program (HEAP) Funding **2.4c** – Allocate Housing and Urban Development Funding to provide for solutions such as the creation of affordable housing, shelter capacity building, and support services bolstering through the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), the HOME Investments Partnership Program (HOME)	The City's role in the Homeless Collaborative will serve to increase capacity and enhance services offered by strategically allocating funding across the various stakeholders involved in homelessness solutions. The City, along with local partners, aims to make a meaningful reduction in homelessness by connecting more people to services and opening opportunity to develop more affordable housing.	Development Services	July 2019	Ongoing	-Homeless Collaborative MOU with City -HUD funding recipients progress reporting -CDBG -ESG -HOME -Number of persons employed with crews

3. Maintain Fiscal Solvency

Plan for stable and consistent fiscal solvency through prudent management of general fund reserves, facility replacement reserves, pension obligations, and evaluation for cost and operational efficiencies.

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3.2	**Modernize and Enhance Financial Systems and Processes**	Financial related processes and procedures need updating to improves customer service and the current Enterprise Resource Planning (ERP) program does not meet all the needs of the 21st Century municipality	**3.2a** - Initiate study by outside consultants to examine current financial systems strengths and weaknesses **3.2b** - Review all financial related procedures and processes and correlate to industry best practices such as those set by the Government Finance Officers Association (GFOA)	A review of the City's internal finance systems aims to improve and expedite customer interaction, improve relations with vendors and local business, and expedite department financial-associated tasks.	Finance Technology Services City Manager's Office	July 2019	June 30, 2021	-Completed consultant report -Selection of new ERP software -Updated internal procedures manual

4. Enhance Quality of Life and Public Amenities

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4.1	**Improve and Enhance City Parks and Amenities**	The health demographics of Kern County indicate high obesity rates among children and adults. Additionally, heart disease and diabetes rates are higher than average in this area. Reducing these health indicators will benefit the community.	**4.1a** - Kaiser Permanent Sports Village Design phase 4 **4.1b** - Tarina Homes @ Mesa Marin Design Phase 3 **4.1c** - Playground improvements at Lowell Park and Stiern Park	With the addition of softball fields, soccer and youth football, many more regional, state and national events will be hosted in Bakersfield. Currently, large tournaments must use several locations for their games. By expanding field space, tournament directors will book events in Bakersfield.	Public Works Recreation and Parks	July 2019	June 30, 2020	-Project timelines
4.2	**Streetscapes**	The City underwent a long-term drought that led to a massive loss of trees that staff have been working to replace ever since. Additional work still need to be done to replace landscaping and enhance landscaping throughout the City.	**4.2a-** Annual tree planting program **4.2b –** Downtown wayfinding and streetscape studies	Planting trees and maintaining streetscapes will lead to cleaner roads and will beautify and improve aesthetics while providing clean air benefits.	Public Works Recreation and Parks	July 2019	June 30, 2020	-Planting Schedule and reporting -Chester Ave, H, Street and Downtown streetscape report

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
4.3	**Neighborhood Parks**	Neighborhood parks are important amenities that promote outdoor activity, recreation, and pride in the community.	**4.3a** - Beale Park Improvements **4.3b** - Linnell Brahma Park Development **4.3c** - Bridle Creek Park Development	Beale Park restroom replacement will enhance visitor experience at the park. Residents in each area anticipate high use of the parks with local families.	Recreation and Parks Development Services	July 2019	June 30, 2021	-Park completion timelines
4.4	**Park Safety**	Vandalism, broken parks equipment, and illegal waste dumping takes a disproportionate amount of staff time and resources to address.	**4.4a** – Contract with security firms for parks security **4.4b** – Parks security camera project	Protecting the City's parks and green spaces is crucial to ensuring we preserve family-friendly opportunities for recreation.	Recreation and Parks Police	July 2019	June 30, 2020	-Security Contract completion -Number of calls for service to parks locations -Security camera completion
4.5	**Protect the Kern River and the City's Water Supply**	Water is a precious natural resource that provides our City with a beautiful amenity in the Kern River and necessitates careful conservation to buffer against drought conditions. Groundwater restoration and quality is also an important concern.	**4.5a -** Water Resources River Restoration Project Report **4.5b** – Downstream water purchases **4.5c** – Conservation education **4.5d** - Upgrade MaxiCOM	Protecting the City's water supply and ensuring the City has the benefit of the Kern River amenity can lead to cleaner banks and more efficient water usage.	Water Resources Recreation and Parks	July 2019	June 30, 2020	-Water Board Agreements -Conservation education materials and outreach

5. Strengthen and Diversify our Economic Base

Streamline development processes and targeted investments and incentives in strategic areas throughout the City to increase economic activity and job creation.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
5.1	**Development Process Streamlining**	The City of Bakersfield prides itself on being business friendly and has received feedback from the development community on ways to improve the permitting process.	**5.1a –** Implementation of an Online Permitting Process **5.1b** – Staff training on the permitting process	With a streamlined permitting process, the City aims to increase the number of permits granted, while cutting down on wait time, and ensuring staff is communicating and trained on all aspects of the process with both internal departments and applicants.	Development Services Public Works	July 2019	June 30, 2021	-Reports from Planning and Development Committee on permit streamlining -Number of plan reviews completed in FY 20 and 21 -Average time for permit process completion for FY 20 and 21
5.2	**Reinstate the Economic Development Division**	Enhanced economic development initiatives help create a healthy economy with public investment and encourage private investment in land, labor, capital and entrepreneurship. Actions by the City can have a positive effect on local business activity, employment, income distribution patterns, and fiscal solvency.	**5.2a** - Develop a Citywide Market Analysis and Economic Development Strategy **5.2b** - Recruit a dedicated economic development grant writer	The City aims to enhance knowledge of local economic conditions, challenges and opportunities, Improve the City's offering of economic development services to attract new business and employers, and increase property values and encourage private investment by rehabilitating under-utilized parcels.	Development Services Visit Bakersfield City Manager's Office		June 30, 2021	-Reported tax revenue, including sales tax and transient occupancy tax (TOT) -Report number of building permits per FY 20 and 21 -Report job numbers from FY 20 and 21

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
5.3	**Implement Economic Opportunity Area (EOA) Plan**	The elimination of Redevelopment Agencies by the State severely limited the City's ability to redevelopment underutilize properties for the benefit of the larger community.	**5.3a** -Allocating up to $700,000 to fund and begin implementation of the Economic Opportunity Zone Plan to provide assistance such as grants and small business loans to encourage investment in our City	The implementation of the EOA aims to increase the assessed values of local industrial and commercial properties and bolster economic development	Development Services City Manager's Office	July 2019	June 30, 2021	-Report of number Businesses Assisted -Amount of Public investment -Amount of private investment - Reported tax revenue, including sales tax and property tax

6. Enhance Infrastructure

Replace deteriorated streets, enhance infrastructure for pedestrian and bicycle safety, and meet the current schedule for construction of all phases of the Thomas Roads Improvement Program to improve the City's transportation network for all users.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
6.1	**Completion of the Thomas Roads Improvement Program (TRIP)**	TRIP projects have been identified as necessary to relieve the stress on outdated infrastructure, caused by years of rapid growth in population, inter-regional travel, and freight movement.[2]	**6.1a** - The 24th Street Improvement Project **6.1b** - Beltway Operational Improvements **6.1c** - Kern River Bridge Improvements **6.1d** - Belle Terrace Operational Improvements **6.1e** - Stockdale & Enos **6.1f** - Bakersfield Freeway Connector	The projects will facilitate regional mobility, economic growth and development, as well as reduce travel time through major transportation corridors.[2]	Public Works Finance City Manager's Office	July 2019	Project Timelines Vary	-Monthly TRIP Reports -Project Completion Timelines
6.2	**Retrofit, maintain, and enhance, the City's infrastructure**	Much of the City's infrastructure is old and aging and was constructed under old standards. The existing infrastructure, including roads, buildings, sewer lines, sidewalks, and bridges, needs repair and consistent maintenance.	**6.2a** - Downtown Sewer Study **6.2b** - Update Pavement Management System **6.2c** – Road maintenance projects through SB 1, Regional Surface Transportation Program (RSTP), CDBG, and Transportation Development Act (TDA) Opportunities	Understanding the conditions of our infrastructure will help improve deficiencies in the network, including rehabilitation, repair, and resurfacing to improve driving experience, safety, and have less wear & tear on vehicles.	Public Works	July 2019	June 30, 2020	-Sewer study report with recommendations. -Updated Pavement Condition Index (PCI)

[2] www.bakersfieldfreeways.us

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
6.3	**Improve Pedestrian transit-related Health**	Transportation infrastructure has residual impacts to health and safety that are complex to address. The geographic nature of the central valley makes Bakersfield more susceptible to air pollution, which can be exacerbated by excess traffic.	**6.3a** – Congestion Mitigation and Air Quality Improvement (CMAQ) opportunities to implement signal coordination and intelligent transportation systems **6.3b** – Active Transportation Program (ATP) opportunities to install additional bike lanes, bike trails, and sidewalks **6.3c** – Highway Safety Improvement Program (HSIP) opportunities to install additional countdown pedestrian timers, and guard rail projects.	Strategic infrastructure can reduce idling & stop times and additional bicycle network infrastructure can encourage less vehicles on the road resulting in cleaner air and less opportunities for accidents. These projects can reduce air emissions, improve safety features, and encourage active transportation.	Public Works Development Services City Manager's Office	July 2019	June 30, 2020	-Grant Application Status Reports -Implementation of Grant Projects
6.4	**Improve Bicycle and Pedestrian Safety**	Bicycle and pedestrian-related traffic accidents and near misses can discourage users from active transportation. The City strives to earn the title of a Bicycle Friendly Community by the League of American bicyclists by improving conditions and education for all road users.	**6.4a** - Bike & Pedestrian Safety Study **6.4b -** Street Light Study	By collecting meaningful data on bicycle and pedestrian safety and exploring additional ways to improve network conditions, the City aims to reduce the number of bicycle and pedestrian-related accidents.	Public Works	July 2019	June 30, 2020	-Bike and Pedestrian Report and Presentation to Council - Streetlight study report with recommendations. --Traffic Incident Data collection
6.5	**Improve Bicycle and Pedestrian Infrastructure**	In partnership with education and data collection, the physical infrastructure of the transportation network should support all users. The City has previously adopted a Bicycle Transportation Plan, and strives to meet complete streets best practices.	**6.5a** - Kentucky Street Urban Greening Project **6.5b** – Friant-Kern Canal Bike Path **6.5c** – Pacheco Rd Bike Path **6.5d** - Rudd Road Bike Path **6.5e** - CDBG curb, gutter, sidewalk on 24th Street & Oak St Improvements	The enhancement and expansion of the Kern River Multipurpose Path encourages biking and walking and pedestrian accessibility. By building confidence in active transportation, the City aims to lay the groundwork for wider bicycle and pedestrian options Citywide.	Public Works Recreation and Parks	July 2019	Project Timelines Vary June 30, 2022	-Grant Application Status Reports -Implementation of Grant Projects

7. Promote Community Pride, Image, and Excellent Customer Service

Provide superior customer service that empowers constituents to engage meaningfully with Councilmembers and staff and demonstrates the commitment and pride that employees and residents take in our community and its successes.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
7.1	**Provide Opportunity for Customer Service Training**	The City of Bakersfield has always prided itself on excellent customer service. To continue in this tradition, additional opportunities for professional development demonstrate to our employees the value the City places in their service.	**7.1a –** Conflict De-Escalation Training **7.1b –** Customer Service Training Opportunities	Excellent customer service will lead to greater confidence in our services and enhanced partnerships within our community.	All Departments	July 2019	June 30, 2020	-Training Reports, including attendance and ratings
7.2	**Market Bakersfield**	The City and our region have blossomed over the years while maintaining a "small town" feel. Yet, there is "more to explore" about Bakersfield for both visitors and residents alike.	**7.2a** – Participate in the Regional Bakersfield Branding and Marketing Campaign **7.2b**- Downtown Banner Program **7.2c** – Bakersfield Marketing efforts	The City aims to highlight the amenities, businesses, and opportunities our community has to offer.	City Manager's Office Visit Bakersfield	July 2019	June 30, 2020	-Regional and Bakersfield Branding Launch -Banner Program Launch and Progress -Visit Bakersfield Marketing campaigns

8. Invest in Urban Renewal and Downtown Development

Revitalize established areas of the city such as Downtown Bakersfield, historic areas, and areas that are ineligible for federal funding for projects such as the installation of curb, gutter, sidewalks, and related infrastructure.

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
8.1	**Urban Renewal**	Older parts of the City would benefit from modern infrastructure upgrades and updates, such as Old Town Kern, 34th Street, and other underutilized parcels throughout the City. Some of these parcels do not qualify for CDBG funding and require dedicated investment.	**8.1a** - The reinstated Economic Development Department will oversee the investment of $1.2 million for redevelopment and urban renewal **8.1b** - $700K has been allocated in the Capital Improvement Program (CIP) budget for infrastructure improvements to Wards 1 and 2	Urban revitalization can attract private investment, preserve historic character, and boost the livability of older areas of town.	Development Services Public Works City Manager's Office	July 2019	June 30, 2020	-Report on parcels acquired through ED Department -Report on Wards 1 and 2 infrastructure project progress
8.2	**Downtown Bakersfield Development**	The City has a strong blueprint to work from in the Making Downtown Bakersfield Vision Plan. In partnership with local organizations, the Downtown area can be developed even further for customer convenience and modern approaches to marketing.	**8.2a** – Downtown Banner program **8.2b** – Transformative Climate Communities (TCC) Planning Grant **8.2c** – Downtown Parking Study Phase III	The City aims to instill even more pride in the downtown area, create opportunities for job creation, promote attractions, and increase the number of residents downtown to 10,000 by 2030.	Development Services City Manager's Office Visit Bakersfield	July 2019	June 30, 2020	-Report on number of residential units -Report on number of office, retail, hotel -Parking study recommendation implementation

	Action Items	Justification	Department Activities	Impact	Dept.	Start Date	Timeline	Reported Measurables
8.3	**Housing and Mixed-Use Development**	Though Bakersfield remains one of the more affordable cities in California, with a growing population and volatile local industries, the need for affordable housing is greater than ever.	**8.3a** - SB 2 Planning Grant **8.3b** – Development of the Bakersfield Commons	Expanding opportunity in housing capacity aims to create affordable, quality housing, increase homeownership.	Development Services	July 2019	June 30, 2020	-Report of number of housing and mixed-use units created -SB 2 Planning grant status
8.4	**Sustainable Growth and Development**	The time has come to update key planning documents for the City of Bakersfield. These documents help set the foundation fur sustainable development and land use.	**8.4a** - General Plan update **8.4b** - Consolidated Plan **8.4c** - Bakersfield Habitat Conservation Plan (BHCP)	Refreshing the City's planning documents will promote functional and long-range economic growth.	Development Services City Manager's Office	Consolidated Plan 2020	Consolidated Plan May 2020	-Home occupancy -Completed RFP for General Plan Analysis options -Recording of zone changes

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Appointments 7. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 7/31/2019

WARD: Ward 2

SUBJECT: One appointment to the Bakersfield Youth Commission due to a current vacancy in Ward 2 (term expired on July 20, 2019).

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

The Bakersfield Youth Commission is composed of eight commissioners and eight alternate commissioners appointed by the Mayor and City Council. The Mayor and each Council member nominate residents of the City of Bakersfield, and nominations are approved by the full Council. The Bakersfield Youth Commission identifies the concerns and needs of local youth, including matters related to: recreational opportunities, park amenities, student safety, and volunteer opportunities with the City. Meetings are held on the first Monday of each month at 4:00 p.m.

There are currently three vacancies on the Bakersfield Youth Commission for Regular Member Ward 2 and Alternates for Wards 1 and 3. An application for appointment for Ward 2 was received from the current alternate for that ward, Kevin Dewey.

ATTACHMENTS:

	Description	Type
🗋	Application	Backup Material

Dear Mr Gutierrez,

I would like to resubmit my original application for the primary ward two position on the Youth Commission.

Sincerely,

Kevin Dewey

Kevin Dewey
kevindewey@outlook.com
(661)520-6270

CITY OF BAKERSFIELD

NOV - 6 2018

CITY CLERK'S OFFICE

November 1, 2018

RE: City of Bakersfield Youth Commission

Hello, my name is Kevin Dewey and I am interested in being a part of the Bakersfield City Youth Commission. I believe that I would be an excellent candidate for this position because I am a very hard worker and always strive to be the best student, athlete, and person I can be. Furthermore, I work very well in a collaborative group environment and always contribute as much as I can to ensure that the group I am working with is successful.

Please accept my application for whatever opportunities are available; I look forward to your reply.

Sincerely,

Kevin Dewey

Kevin Dewey

7512 Dos Rios Way
Bakersfield CA
93309
Mbl: (661) 520-6270
Email:Kevindewey@outlook.com

CITY OF BAKERSFIELD

NOV - 6 2018

SUBMIT TO:

CITY CLERK'S OFFICE

City Clerk
City_clerk@bakersfieldcity.us
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: (YES) NO

RESIDENCE WARD: 1 2 3 4 (5) 6 7
SCHOOL WARD: 1 (2) 3 4 5 6 7

CITY OF BAKERSFIELD
YOUTH COMMISSION APPLICATION FOR APPOINTMENT

1. Student Name: Kevin (First) Donlon (Middle) Dewey (Last)

2. Parent/Guardian Name: Mark (First) Charles (Middle) Dewey (Last)

3. Gender (Male/Female): Male

4. High School: Bakersfield High School

School Address: 1241 G St. Bakersfield CA 93301.

Bakersfield (City) Kern county (County) California (State) 93301 (Zip)

Grade Level: 9 GPA: _____

5. Occupation (if applicable): _____

Company: _____

Hours per Week: _____

Address: _____

_____
City County State Zip

Please respond to the following supplemental questions on a separate sheet(s) of paper.

6. How did you hear about the Youth Commission?

7. Why would you like to become a Youth Commissioner?

8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?

9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.

10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

Authorization and Release

I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature of School Representative — Date: 10/22/18

Signature of Applicant's Parent/Guardian — Date: 10/22/18

Signature of Applicant — Date: 10/21/18

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Applicant Contact Information

Date of Birth: 9/11/04

Home Address: 7512 Dos Rios Way Bakersfield CA 93309

Bakersfield	Kern county	California	93309
City	County	State	Zip

Home Phone (661) 837-2377 Cell Phone (661) 520-6270

Email Address: kevin.lewey@outlook.com

Recommender Contact Information

Name: Lonnie MC Connel
First Middle Last

Title: Teacher BHS

Organization: Kern High School District

Relationship to student: Biology Teacher, GATE Program

E-mail: lonnie_mcconnel@kernhigh.org

Day Phone: 661-324-9841

1. I heard about the youth commission through Councilman Andrae Gonzales.
2. I would like to be on the youth commission because I want to bring more opportunities to the youth of Bakersfield.
3. Some things that I wish to bring to the youth commission are:

- More family oriented activities
- More summer Job opportunities for high school kids
- More clean up bakersfield days
- More after school/summer activities for kids

4. During the fall months I am involved in the marching band at BHS. I also participate in club lacrosse during the spring season. Although these activities keep me quite busy I am certain that I can dedicate time to the youth commission.
5. The teacher that will be serving as my mentor is my Gate Biology teacher Lonnie McConnell.

Bakersfield High School David Reese, Administrator 1241 G St Bakersfield, CA 93301-5127 661-324-9841	Kern High School District Reporting Period: Quarter 1 2018 - 2019	Student Name: Dewey, Kevin Donlon UID: 557043 Grade: 09

Period	Course #	Course Title	Mark	Teacher	Citz	ABS	TDY
0	4201	PE 9/CORE	A	Burt, Lonnie G		1	8
1	3867	SPANISH 1 GP	A	Sanchez, Griselda H		1	0
2	2012	ALG 1 G P	B	Cronin, Katherine E		1	0
3	7144	AVID	A	Rankin, Denise E	1	1	0
5	3205	BIOLOGY G P	B	McConnel, Lonnie D		1	0
6	0005	ENG 9 G P	B	Olejnik, Alicia R		1	0
7	4722	BAND/BEG	A	Bennett, Randy A		1	0
8	4723	BAND/ADV	A	Bennett, Randy A		1	0
	GPA	Report Period	3.62				

Grade Legend A = Excellent B = Above Average C = Average D = Below Average F = Failure I = Incomplete

Citz Legend 1 = Outstanding 2 = Satisfactory 3 = Needs Improvement

You can view your student's grades via the ParentVUE portal at http://connect.kernhigh.org/

October 20, 2018

To whom it may concern;

I'm writing this letter to recommend Kevin Dewey for the Bakersfield City Youth Council. In the half of a year that I've known Kevin as a student in our GATE Biology class, I've become convinced that he is a special student. Academically Kevin augments his natural gifts with a diligent approach to maximizing every opportunity. He is focused and organized. In the science lab setting, Kevin is able to both follow procedures accurately and think ahead a few steps to make sure he is putting himself in a position to be successful. He likes to know how the actions he is taking will impact eventual success. I think that Kevin is going to be a great learner moving forward.

On a more personal note I have observed that Kevin Dewey is a morally responsible actor in the world. I haven't known him very long but I already trust him fully. In every group activity, and our class does a lot to group work, Kevin is the person who takes responsibility for his group's success. He likes to do things right the first time. When our class does volunteer work he steps forward as a leader. He is fearless and kind. In my estimation, Kevin Dewey is a perfect candidate for the Youth Council.

Sincerely,

Lonnie McConnel
Science Teacher
Bakersfield High School
Lonnie_mcconnel@kernhigh.org

23 October 2018

To Whom It May Concern,

Kevin Dewey is one of my lacrosse players on my Bakersfield Mustangs Lacrosse Team. As his Head Coach for the last 2 years, I highly recommend him for whatever position for which you are considering him. I have had the pleasure of observing him in a variety of situations that can challenge young men and Kevin has successfully negotiated these with a positive attitude.

Kevin reliably shows up to practices and games on time and has all of his equipment in proper working order. On the rare occasions when he cannot attend, he will personally speak with me in advance to let me know the reason for his absence. Kevin always puts in his maximum best effort into everything we do and responds to coaching and instruction upon the first request. He is also the first to lend a hand to a teammate who might be struggling with his equipment, skill or attitude. I have also seen him interact with other coaches and referees and he respectfully listens and applies the coaching or instruction with a positive attitude.

Sincerely,

Tim Keating

Head Coach Mustangs Lacrosse

(661) 205-3775

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Appointments 7. b.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 7/31/2019

WARD:

SUBJECT: One appointment (handicapped representative) to the Handicap Access Appeals Board due to a longstanding vacancy.

STAFF RECOMMENDATION:

Staff recommends appointment.

BACKGROUND:

The Board of Appeals for Handicapped Access hears written appeals brought by any person regarding action taken by the Building Department of the City in enforcement of the requirements of Part 5.5 of Division 13 of the California Health and Safety Code. Meetings are held at 1715 Chester Avenue, Development Services Building, Bakersfield. Contact the Building Division for specific meeting dates.

There are currently 2 vacant positions for handicap representatives for the Handicapped Access Appeals Board. One application has been received from Edward Robinson.

The Handicapped Access Appeals Board is composed of five (5) members, nominated and appointed by the full Council. No terms specified. Members serve at the pleasure of Council and must be residents of the City throughout their terms. Two (2) members shall be physically handicapped persons, two (2) shall be persons experienced in construction, and one (1) member shall be a public member.

ATTACHMENTS:

	Description	Type
🗋	Application	Backup Material

CITY OF BAKERSFIELD

JUL 25 2019

CITY CLERK'S OFFICE

July 20th, 2019

Dear Bakersfield City Council members,

My name is Edward Sean Robinson and it is with great enthusiasm that I submit my application to be considered for a board member position with the Handicapped Access Appeals Board and/or Keep Bakersfield Beautiful Committee. I believe my experience aligns well with the qualifications you are seeking. I am certain I would make a valuable addition to your organization.

My experiences in developing, managing, implementing, and evaluating all aspects of programs as a human services professional, in addition to presenting thoroughly written reports gives me confidence in my ability to significantly benefit the municipal government as a whole. Furthermore, my ability to quickly build rapport and establish trusting relationships further positions me to excel as your next council appointed board/ committee member.

Some of my key strengths include:

- A Bachelor of Science obtained with honors in Criminal Justice/Criminology from Hampton University.
- Years of service to The United States Army and Postal Service with experiences in organizing, leading, supervising, and training personnel.
- Extensive experience in providing reports that analyze expenditures, recommend allowable costs and identify appropriate grant cost categories . Additionally, interacting with the general public, community organizations, agency staff, and other city departments in order to monitor and evaluate programs.
- Maintaining electronic databases, funding, and expenditures, or manual recordkeeping systems in order to accurately track the movement of records/funds from within the organization.
- Participating in team decision making.
- Strong presentation, computer, interpersonal, written and verbal communication skills.
- A proven ability to remain focused and self-directed in a fast paced work environment while dealing with conflicting demands.

If you are looking for a professional, compassionate, and motivated professional who is committed to the highest standards of work performance, I would welcome the opportunity to meet with you to discuss how I can contribute to your organization's success.

Thank you for your time and consideration. I look forward to speaking with you soon.

Sincerely,

Edward S. Robinson



SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. [✔] Mr. [ ] Mrs. [ ] Ms. EDWARD (First) SEAN (Middle) ROBINSON (Last)

2. Residence address: 11710 WALDERI ST
BAKERSFIELD (City) KERN (County) CALIFORNIA (State) 93311 (Zip)
Phone (757) 320-8659

3. Position(s) sought: (List in order of preference)
1) HANDICAPPED ACCESS APPEALS BOARD MEMBER
2) KEEP BAKERSFIELD BEAUTIFUL COMMITTEE
3) _____
4) _____

4. Business Title or Occupation: SOCIAL WORKER
Company: KERN COUNTY AGING & ADULT SERVICES
Address: 5357 TRUXTUN AVE
BAKERSFIELD (City) KERN (County) CALIFORNIA (State) 93309 (Zip)
Phone (661) 868-0928

5. Education - List schools attended and/or graduated/degree(s):
HAMPTON UNIVERSITY- B.S. CRIMINAL JUSTICE

6. Other Special Training or Experience:
UNITED STATES ARMY- INFANTRYMAN (2004-2012)(OIF/OEF)(DV)

HAMPTON, VA CLEAN CITY COMMISSION (CHAIR,VC)(2014-2017)

7. Previous and present governmental and civic experience. Indicate when, position and duties:
HAMPTON CLEAN CITY COMMISSION, HAMPTON, VA (2014-2017)

-SERVED AS THE COUNCIL APPOINTED CHAIR AND VICE CHAIR OF THE BOARD FOR 2 CONSECUTIVE TERMS.

DUTIES: WORKED TO ADDRESS SOLID WASTE, LITTER REDUCTION, AND COASTAL BEAUTIFICATION WITHIN THE CITY. FOUNDED, AND ORGANIZED YOUTH LED ANTI-LITTER CAMPAIGN. GRANT WRITTING. MANAGED BOARD FUNDS AND EXPENDITURES. VOTED ON AND DISCUSSED APPLICAPLE ENVIRONMENTAL CODES WITH THE CITY OF HAMPTON'S BEST INTEREST.

8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
The primary reason why I would like to serve on a board for the City of Bakersfield is because I want to make the City of Bakersfield a better place. I sincerely care about facilitating inclusiveness in our community among our elderly and disabled demographics through ensuring that disabled persons have handicapped access; This is important to me as a disabled veteran, and a social worker. Additionally, I believe that my knowledge, energy, and expertise can not only benifit the municipal government as a whole, but foster greater altruism within our great city of Bakersfield among its citizens. I am a great listener, im very teachable, and i attribute my versatility and ability to deliver results to my tenure as a soldier, and a student who graduated from one of the most competive degree programs at Hampton University with honors. I would welcome the opportunity to further explain my qualifications in person.

Respectfully,

Edward S Robnson

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

Possibly. I am a current employee of Kern County Aging and Adult Services. I am unsure if my employment for the county is a conflict of interest as i was unable to locate any specific policy with language stating that my application would be prohibited.

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature of Applicant

07/20/2019
Date

INFORMATION FOR
CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: EDWARD ROBINSON

ADDRESS: P.O. BOX 10852
BAKERSFIELD, CA 93389

PHONE NUMBERS: HOME: 757-320-8659
AND/OR
WORK: _____

E-MAIL ADDRESS EDWARDROBINSON22@GMAIL.COM

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.**

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature of Applicant

07/20/2019
Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

EDWARD ROBINSON

edwardrobinson22@gmail.com

Bakersfield, CA • (757) 320-8659

EDUCATION

Hampton University, Hampton, VA Bachelor of Science, Criminal Justice/Criminology August 2016

EXPERIENCE

Kern County Aging & Adult Services: In Home Supportive Services February 2019- Present

Social Worker I , Bakersfield, CA (40 Hrs Per Wk)

- Experience Interviewing individuals and families to assess needs and strengths and develops case plans.
- Strong background in Interpreting rules, regulations and policy to individuals, families and the general public when within the scope of job responsibility.
- Competent in the use of CMIPS to Authorize supportive services, such as In-Home Supportive Services, or if applicable, elderly and disabled services as needed.
- Makes home calls or field visits in connection with case management assignments.
- Functions as a mandated reporter, reports possible abusive situations to appropriate social service programs.
- Reports, investigates and acts to protect vulnerable adults and children.

United States Postal Service October 2017-Nov 2018

PSE Sales & Services/Distribution Associate, Powhatan, VA (40 Hrs Per Wk)

- Performed a variety of sales and customer service tasks at a retail window such as maintaining sufficient inventory of and selling stamps, stamped paper, other retail products and services; accepting and delivering packages and accountable mail; issued and cashed foreign and domestic postal money orders.
- Provided customer service to all claims and inquiries from customers.
- Educated the general public to policies and procedures regarding postal regulations.
- Distributed primary and one or more secondary schemes of incoming mail and outgoing mail for dispatch based on a knowledge of the distribution scheme established for the office, branch or station.
- Provided supervision of assigned units.

Lead Facilitator October 2016-October 2017

Hampton Healthy Families- Department of Social Services, Hampton, VA (35 Hrs Per Wk)

- Developed and conducted training programs to ensure that children in Hampton are born healthy and enter school ready to learn and develop into self-sufficient members of the community.
- Prepared, implemented, and established curriculum and activities with adults, youth and/or children.
- Developed new parent education and supported products.
- Assigned responsibilities, instructional tasks, and supervision to trainees, Associate Facilitators, Child Activity Workers and volunteers.

Youth Programs Leader May 2016- June 2017

Parks, Rec & Leisure Services-City of Hampton, Hampton, VA (40 Hrs Per Wk)

- Implemented programs and activities for youth to include daily recreational activities and classes, special events, field trips, athletic and fitness programs, arts and crafts, and therapeutic programs
- Organized, promoted, and developed interest in activities such as leisure games, active and passive sports, storytelling, elementary music, drama, dance, etc.

HAMPTON
CLEAN CITY COMMISSION
KEEP AMERICA BEAUTIFUL AFFILIATE

22 April, 2016

TO WHOM IT MAY CONCERN

As Director of the City of Hampton's Parks, Recreation, and Leisure Services, I am writing to you in support of Mr. Edward Sean Robinson, the current Council-appointed Vice Chair of the Hampton Clean City Commission, an avid and committed HCCC Adopt-A-Spot sponsor, and an honored U.S. Army Veteran.

Through his community outreach and leadership, Edward has consistently exhibited professionalism in addition to a strong work ethic. His participation in the Adopt-A-Spot program resulted in the collection of 300 bags of litter, 19,000 cigarette ends from the City's roadways, public property, and waterways, and 442 volunteer hours donated, in addition to his work with the HCCC Board.

Since his appointment to Vice Chair in May of 2015, Edward has taken the initiative to educate Hampton citizens and students, through exhibits and the distribution of educational materials, about the need for environmental stewardship which support best practices in solid waste, litter reduction, and coastal beautification efforts.

One of HCCC's major initiatives was the creation of the anti-litter campaign called **C.H.A.N.G.E.**, an acronym for **C**ommunity **H**elps **A**ll **N**ew **G**rowth **E**merge, and the brainchild of Mr. Robinson. This initiative, funded by a Keep American Beautiful grant, is an effort to foster greater awareness and ownership of, and active participation in one's own community. It is the goal of **C.H.AN.G.E.** to recognize four high school and college groups for their active participation in the campaign and to make this an ongoing educational platform of the Hampton Clean City Commission.

Edward's pleasant and positive attitude and his willingness to roll up his sleeves to do whatever it takes has become a mainstay for HCCC. With his relentless motivation and willingness to learn and do, he would bring a wealth of knowledge and skills in the door and would be an excellent fit for your organization. Without reservation, I highly recommend him for your program.

Please feel free to contact me if you desire further information regarding Mr. Robinson.

Respectfully,

Kevin Myers

Kevin Myers, Director
Hampton Parks, Recreation, & Leisure Services
(757-727-6348

DEPARTMENT OF VETERANS AFFAIRS
810 Vermont Ave NW
Washington, D.C. 20420

July 02, 2019

Edward Sean Robinson
11710 Walderi St
Bakersfield, CA 93311

In Reply Refer to:
xxx-xx-0741
27/eBenefits

Dear Mr. Robinson:

This letter is furnished to support your consideration for Veterans' preference as you seek Federal civil service employment.

What Our Records Show

The Department of Veterans Affairs records certify that you separated under honorable conditions from active duty military service and that you are entitled to compensation for service-connected disability(ies) which are at least 30 percent or more disabling. Your payment is made in accordance with public laws administered by the Department of Veterans Affairs.

How You Can Contact Us

- If you need general information about benefits and eligibility, please visit us at https://www.ebenefits.va.gov or http://www.va.gov.
- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at https://iris.custhelp.va.gov.

Sincerely,

Michael J. Frueh
Executive Director
Benefits Assistance Service

Enclosure: Standard Form 15

Alpha Phi Sigma

National Criminal Justice Honor Society

This certifies that

Edward S. Robinson

is a member of

Gamma Tau ~ Hampton University

By election of membership and is hereby granted all the honors and privileges pertaining thereto

Regina Shearn, Ph.D.
National Executive Director

April 2014

Hampton University

The Faculty and Trustees in recognition of
the successful completion of the course of study
required by

The Undergraduate College

hereby confer upon

Edward Sean Robinson

the degree of

Bachelor of Science

with all the Honors, Rights and Responsibilities thereto appertaining.

Given at Hampton, Virginia on the thirty-first day of August,
two thousand and sixteen.

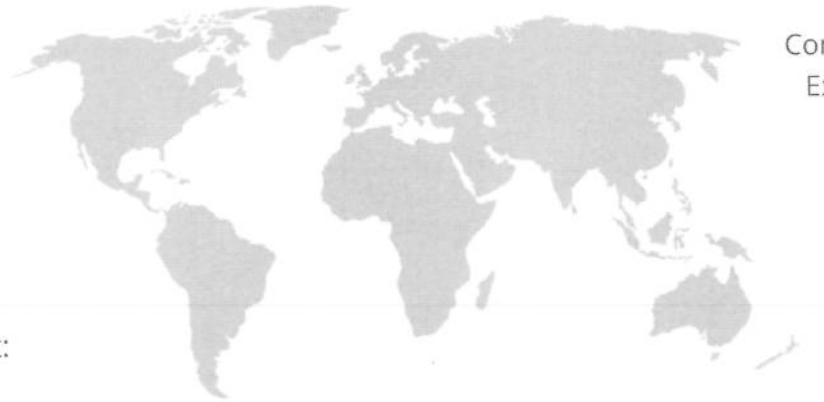


W. Frank Fountain
Chairman of the Board of Trustees

W. R. Harvey
President

JoAnn Haysbert
Executive Vice President and Provost

CITI PROGRAM



Completion Date 10-Jun-2015
Expiration Date N/A
Record ID 16084623

This is to certify that:

Edward Robinson

Has completed the following CITI Program course:

Social and Behavioral Responsible Conduct of Research (Curriculum Group)
Social and Behavioral Responsible Conduct of Research (Course Learner Group)
1 - RCR (Stage)

Under requirements set by:

Hampton University

CITI

Verify at www.citiprogram.org/verify/?w2bb01741-7dd7-4486-9388-349158378080-16084623

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 6/3/2019

WARD:

SUBJECT: Approval of minutes of the July 10, 2019, Special City Council Meeting and July 17, 2019, Regular City Council Meeting.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

	Description	Type
🗋	July 10 Minutes	Backup Material
🗋	July 17 Minutes	Backup Material

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JULY 10, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Special Meeting- 5:15 p.m.

SPECIAL MEETING - 5:15 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera (seated at 5:16 p.m.), Gonzales, Weir, Smith, Freeman, Sullivan (seated at 5:27 p.m.)

Absent: None

2. PUBLIC STATEMENTS

a. Curtis Bingham, Sr. expressed appreciation and gave blessings to City Manager Tandy, Mayor, and Councilmembers, for the work they do for the City.

b. Nick Ortiz, President of the Greater Bakersfield Chamber of Commerce, spoke in support of using a professional recruitment firm to conduct a national search for the City Manager position; and believes the recruitment should also include some process for public engagement with the finalists.

c. Michael Turnipseed, Kern County Taxpayers Association, also spoke in support of using a professional recruitment firm for the City Manager position; strongly feels the recruitment process should be open and transparent; and stated he has not yet been provided with the items he requested such as deferred maintenance and equipment replacement lists.

3. WORKSHOPS

a. City Manager Selection – Initial Phase
(Staff recommends City Council determination.)

Assistant City Clerk Legge announced a staff memorandum was received regarding item 3.a., transmitting correspondence from the Chamber of Commerce and Kern Taxpayers Association.

City Manager Tandy made staff comments.

3. WORKSHOPS continued

Motion by Councilmember Freeman directing the Vice Mayor to appoint an Ad Hoc Committee consisting of three Councilmembers for the purpose of evaluating executive recruitment firms in order to retain a new City Manager and return to the Council with a recommendation on the firms; at that time the full Council will discuss further need for the Ad Hoc Committee. Motion passed with Councilmember Gonzales voting no.

4. CLOSED SESSION

None.

5. CLOSED SESSION ACTION

None.

6. ADJOURNMENT

Mayor Goh adjourned the meeting at 5:51 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JULY 17, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meetings- 3:30 p.m. and 5:15 p.m.

REGULAR MEETING - 3:30 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera Gonzales, Weir, Smith, Freeman (seated at 4:17 p.m.),

Absent: Sullivan

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

None.

4. CLOSED SESSION

a. Conference with Legal Counsel — Existing Litigation; Closed session pursuant to Government Code section 54956.9(d)(1) regarding *Rubia Rosaura Serna, et al v. City of Bakersfield, et al., USDC Eastern District Case No. 1:17-CV-01290-LJO-JLT*

b. Conference with Labor Negotiator pursuant to Government Code section 54957.6.

***Motion by Vice-Mayor Parlier to adjourn to Closed Session at 3:31 p.m.* Motion passed with Councilmembers Freeman and Sullivan absent.**

The Closed Session meeting was adjourned at 5:10 p.m.

Meeting reconvened at 5:17 p.m.

5. CLOSED SESSION ACTION

a. Conference with Legal Counsel — Existing Litigation; Closed session pursuant to Government Code section 54956.9(d)(1) regarding *Rubia Rosaura Serna, et al v. City of Bakersfield, et al., USDC Eastern District Case No. 1:17-CV-01290-LJO-JLT*

By a 6-0 vote, with Councilmember Sullivan absent, staff was given direction.

5. CLOSED SESSION ACTION continued

b. Conference with Labor Negotiator pursuant to Government Code section 54957.6.

No reportable action.

6. ADJOURNMENT

Mayor Goh adjourned the 3:30 p.m. meeting at 5:18 p.m.

REGULAR MEETING- 5:20 p.m.

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Weir, Smith, Freeman, Sullivan

Absent: None.

2. INVOCATION

by Pastor Chad Vegas, Senior Pastor of Sovereign Grace Church.

3. PLEDGE OF ALLEGIANCE

by Evan Whitlock, graduate of Frontier High School and Vice Chair of the Bakersfield Youth Commission.

4. PRESENTATIONS

a. Certificates of Appreciation honoring the Kern High School District's 2019 First in Class students in the Greater Bakersfield area.

Mayor Goh was joined by Councilmember Sullivan for this presentation, and recognized the following students and presented them with certificates:

First in Class recipients:

- Jasmine Pacheco Lopez- Bakersfield High School
- Race Dalton, Samiha Molla, Timothy Peasha- Centennial High School
- Julia Gonzalez, Diana Salinas, Lizeth Moran- East High School
- Madison Blake, Alvaro Chumpitaz Lavalle, Aidan Meyer, Angela Sierra, Michael Ross, Russel Tolentino- Frontier High School
- Nayeli Camacho- Golden Valley High School
- Vera Arenas- Highland High School
- Peter Diaz- Independence High School

4. PRESENTATIONS continued
ITEM 4.a. CONTINUED

- William Ball, Megan Borda, Regina Keil, Maria Sanchez, Payton Renz- Liberty High School
- Ivan Hernandez- Mira Monte High School
- Esther Collazo Johnson- North High School
- Brianna Camero, Gabriel Mendez- Ridgeview High School
- Naomi Jennings, Isaac Kim, Leah Liu, Amandeep Mander, Nichelle Medrano, Anusha Mubin, Mikhail Ocampo, Annika Paterno, Donya Sarrafian, Harshil Shah, Joshua Whittle- Stockdale High School

Mayor Goh recessed the meeting at 5:40 p.m. and reconvened the meeting at 5:43 p.m.

Mayor Goh announced Hearing item 10.a. will not be heard tonight; the hearing will be opened, closed, and re-noticed for a later date; and encouraged public comments regarding that matter to wait until the new hearing date.

5. PUBLIC STATEMENTS

a. Liz Keogh spoke regarding animal control services and urged the City and the County to revive the discussion of a Joint City/County Animal Control program; and submitted written material.

b. Stacey Auguston expressed her concerns with the overpopulation of cats and the loss of the Best Friends Program.

c. Paul Mimeault made comments regarding the investigation of crimes in Bakersfield and suggested a drop box be set up to allow individuals to submit videos and other evidence to be reviewed by law enforcement.

Vice-Mayor Parlier requested staff keep the Council and Mr. Mimeault updated on the implementation of the online reporting system which will allow individuals to upload video or evidence.

d. Michael Horne shared his ideas on how to solve crimes in the city.

6. WORKSHOPS

None.

7. APPOINTMENTS

a. Appointments by the Vice-Mayor to an adhoc committee for evaluation of public sector executive recruitment firms for the recruitment of the City Manager.
(To be determined by Vice Mayor and ratified by Council.)

7. APPOINTMENTS continued

Motion by Vice-Mayor Parlier to appoint Councilmembers Weir, Freeman, and himself to the committee. Motion passed.

8. CONSENT CALENDAR
(Staff recommends adoption of Consent Calendar items.)

Minutes:

a. Approval of minutes of the June 28, 2019, Regular City Council Meetings.

Payments:

b. Receive and file department payments from June 14, 2019, to July 4, 2019, in the amount of $23,154,190.93; Self Insurance payments from June 14, 2019, to July 4, 2019, in the amount of $604,664.29; totaling $23,758,855.22.

Ordinances:

c. First Reading of the following ordinances amending various sections of the Bakersfield Municipal Code:

1. Amending Section 2.84.020 relating to Salary Plan

   FR ONLY

2. Amending Section 12.60.030 relating to Creation of Easements by Recorded Covenants

   FR ONLY

3. Amending Section 14.12.415 relating to Sewer Violation Appeals

   FR ONLY

4. Amending Section 16.32.060 relating to Tract Improvements

   FR ONLY

5. Amending Section 16.32.100 relating to Survey Requirements—Monuments

   FR ONLY

6. Amending Section 17.06.050 relating to Designation of Zones

   FR ONLY

8. CONSENT CALENDAR continued

Resolutions:

d. Tentative Tract Maps: Extension of Time for Vesting Rights:

1. Adopt a resolution Rescinding Resolution No. 118-05.

RES 095-19

2. First reading of an Ordinance amending Chapter 16.24 Subsection 16.24.090 of the Municipal Code relating to Vesting Tentative Maps.

FR ONLY

e. Resolution determining that Globe® Turnout Clothing is the Fire Department standard and it cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $236,100.

RES 096-19

f. Resolution determining that Realice® water treatment systems cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $62,000.

RES 097-19

g. Resolution determining that parts required for a dewatering centrifuge located at Wastewater Treatment Plant No. 3 cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $60,000.

RES 098-19

h. Resolution authorizing the transfer of Unclaimed Money ($32,630.45) from the Escheat Trust Account to the General Fund.

RES 099-19

i. Resolution adopting the Investment Policy of the City.

RES 100-19

j. Resolution in support of Senate Bill 5 (Local-State Sustainable Investment Incentive Program) to provide Redevelopment Agency replacement opportunities as it relates to receiving annual tax revenue allocations from Educational Revenue Augmentation Fund

RES 101-19

8. CONSENT CALENDAR continued

k. Resolution of Local Support of Regional Surface Transportation Program and Highway Infrastructure Program Projects for Federal Fiscal Years 2020-2021 and 2021-2022.

RES 102-19

l. Resolution of Local Support of Congestion Mitigation and Air Quality Projects for Federal Fiscal Years 2020-2021 and 2021-2022.

RES 103-19

m. Disposal of real property located at White Lane and Windemere:

1. Resolution declaring real property surplus to the needs of the City.

RES 104-19

2. Agreement with WPG Bakersfield, LLC ($117,000) for the purchase of land.

AGR 19-117

n. Resolution of Intention No. 2003 to order the vacation of Massey Drive, a street dedicated with Parcel Map 11473, located on the north side of E. Pacheco Road, approximately 1230' west of Cottonwood Road.

ROI 2003

Agreements:

o. Credit Transfer Agreement with National Fish & Wildlife Foundation.

AGR 19-118

p. Final Map, Improvement Agreement, Offsite Improvement Agreement, and Landscape Agreement with Snow 32, LLC for Tract 7264 Unit 1 located north of Snow Road and East of Quail Creek Road.

AGR 19-119, AGR 19-120, AGR 19-121

q. Final Map, Improvement Agreement, and Landscape Agreement with Snow 32, LLC for Tract 7264 Unit 2 located north of Snow Road and East of Quail Creek Road.

AGR 19-122, AGR 19-123

8. CONSENT CALENDAR continued

r. Amendment No. 2 to Agreement No. 13-088 with AmeriNational Community Services, LLC. ($17,000; revised not to exceed $147,500) to provide loan and related financial services for the City's Single-Family Rehabilitation, Multi-Family Rehabilitation, Commercial Loans, and Down Payment Assistance loan programs.

AGR 13-088(2)

s. Amendment No. 4 to Agreement No. 15-205 with Precision Fertilizer Spreading ($50,000; revised not to exceed $389,000 and extend the term one year) for hauling and spreading bio-solids.

AGR 15-205(4)

t. Amendment No. 1 to Agreement No. 18-132 with Jim Alfter Cement Contractor, ($1,410,000 revised not to exceed $2,818,976.50, and extend the term one year) to continue the supply of concrete construction.

AGR 18-132(1)

u. Amendment No. 4 to Agreement No. 15-203 with International Coatings Company Inc. ($140,000; revised not to exceed $704,813.75 and extend the term one year), to continue the supply of traffic paint.

AGR 15-203(4)

v. Amendment No. 4 to Agreement No. 15-242 with Wilsons Industrial Pump, Inc. ($50,000; revised not exceed $490,000) for providing on-call equipment maintenance services for the Wastewater Division.

AGR 15-242(4)

w. Amendment No. 1 to Agreement No. 18-123 with Solenis LLC ($132,000; revised not to exceed $264,000 and extend term one year) to provide polymer for the dissolved air flotation thickeners at Wastewater Treatment Plant No. 3.

AGR 18-123(1)

x. Amendment No. 1 to Agreement No. 18-133 with Kern Masonry Structures Inc., ($100,000 revised not to exceed $300,000, and extend term one year) to continue the supply of block wall repair.

AGR 18-133(1)

8. CONSENT CALENDAR continued

y. Amendment No. 1 to Agreement No. 17-047 with AECOM Technical Services, Inc. (AECOM) ($535,512; revised not to exceed $4,510,836), for Construction Management services for the Kern River Bridge Improvements Project.

AGR 17-047(1)

z. Amendment No. 5 to Agreement No. 12-120 with T.Y. Lin ($23,786.47; revised not to exceed $3,413,909.48), for the preparation of legal descriptions and plat maps of remnant parcels along the State Route 178 Widening project limits.

AGR 12-120(5)

aa. Amendment No. 2 to Cooperative Agreement No. 18-011 with the California Department of Transportation for the construction of the Belle Terrace Project.

AGR 18-011(2)

ab. Amendment No. 2 to Agreement No. 18-207 with the Bakersfield Homeless Center (extending the term to December 30, 2019) for Freeway Beautification Crews.

AGR 18-207(2)

ac. Amendment No. 3 to Agreement No. 16-184 with General Tree Service Inc. ($600,000; revised not to exceed $2,473,000 and extend term one year), to continue the supply of tree trimming services.

AGR 16-184(3)

ad. Amendment No. 6 to Agreement No. 15-036 with San Joaquin Fence and Supply ($400,000; revised not to exceed $1,597,790.75) for the continued supply of installed fencing.

AGR 15-036(6)

ae. Contract Change Order No. 4 to Agreement No. 18-143 with GSE Construction ($71,515; revised not to exceed $1,210,295) for the Wastewater Treatment Plant No. 3 Primary Clarifiers 6 & 8 Rehabilitation project.

AGR 18-143 CCO 4

af. Contract Change Order No. 1 to Agreement No. 17-084 with W.M. Lyles, ($245,596; revised not to exceed $29,123,931) for the Construction and Design of TCP Project.

AGR 17-084 CCO 1

8. CONSENT CALENDAR continued

ag. Contract Change Order No. 1 to Agreement No. 18-178 with Granite Construction Company ($36,426.63; revised not to exceed $1,536,121.63) for the Parking Lot Modification Improvements at 4646 California Avenue and E&B Sanitary Sewer and Storm water Drainage Improvements.

AGR 18-178 CCO 1

ah. Contract Change Orders No. 18 and 19 to Agreement No. 17-206 with Cal Prime, Inc. ($162,855.10; revised not to exceed $2,274,763.39), for the Westpark Street Improvements Project.

AGR 17-206 CCO 18, CCO 19

ai. Contract Change Order No. 9 and 22 to Agreement No. 18-154 with Griffith Company ($215,075; revised not to exceed $28,692,505.25) for 24th Street Operational Improvements Project.

AGR 18-154 CCO 9, CCO 22

aj. Contract change order Nos. 23, 26, 34, 39, and 40 to Agreement No. 18-135 with Granite Construction ($607,308.10; revised not to exceed $35,295,349.31) for the Belle Terrace Operational Improvements Project.

AGR 18-135 CCO 23, CCO 26, CCO 34, CCO 39, CCO 40

Bids:

ak. Accept bid and approve contract with Zim Industries, Inc. dba Bakersfield Well and Pump Company (not to exceed $1,500,000) for on-call services for maintenance and repair of the City's agricultural and domestic water wells.

AGR 19-124

al. Accept bid and approve contract with GSE Construction Company, Inc. ($215,300), for Wastewater Treatment Plant No. 3 Influent Pipeline Repair Project.

AGR 19-125

am. Level IIIA Point Blank® Body Armor for the Police Department:

1. Reject bids for the purchase of body armor for the Police Department.

8. CONSENT CALENDAR continued
ITEM 8.am. CONTINUED

2. Resolution determining that level IIIA body armor cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $104,000.

RES 105-19

Miscellaneous:

an. Notice to City of Los Angeles that Agreement 85-142(2) will be terminated on December 16, 2026.

Successor Agency Business:

Public Safety/Vital Services Measure:

ao. Accept and Approve Design Consultant Agreement with Moore, Iacofano Goltsman, Inc. ($490,712) for the Tarina Homes Sports Complex at Mesa Marin Phase III Design Services.

AGR 19-126

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.ao. Motion passed.

9. CONSENT CALENDAR PUBLIC HEARINGS
(Staff recommends conducting Consent Calendar Public Hearing and approval of items.)

a. Public Hearing to consider General Plan Amendment/Zone Change No. 18-0366. Gilmar Construction, Inc., representing Ali Alnajar (property owner), is proposing a General Plan Amendment/Zone Change on 0.66 acres, located generally on the northwest corner of the Cottonwood Road/East Planz Road intersection. The request includes: (1) an amendment of the Land Use Element of the Metropolitan Bakersfield General Plan land use designation from LMR (Low Medium Density Residential) to GC (General Commercial) on 0.66 acres, or a more restrictive designation; and (2) a change in zone district from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres, or a more restrictive district. A Mitigated Negative Declaration is on file.

1. Resolution adopting a Mitigated Negative Declaration.

RES 106-19

9. CONSENT CALENDAR PUBLIC HEARINGS continued
ITEM 9.a. CONTINUED

2. Adoption of a Resolution approving the General Plan Amendment changing the land use designation from LMR (Low Medium Density Residential) to GC (General Commercial) on 0.66 acres, subject to conditions of approval.

RES 107-19

3. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres.

FR ONLY

b. Public Hearing to consider General Plan Amendment/Zone Change No. 18-0448. Hageman Land Partners, LLC, representing Frontier Land Partners, LLC (property owner), is proposing a General Plan Amendment/Zone Change on 8.53 acres located on the southwest corner of the Renfro Road/Santa Fe Way intersection. The request includes: (1) an amendment of the Land Use Element of the Metropolitan Bakersfield General Plan land use designation from R-IA (Resource – Intensive Agriculture) to LI (Light Industrial) on 8.53 acres, or a more restrictive designation; and (2) a change in zone district from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres, or a more restrictive district. A Mitigated Negative Declaration is on file.

1. Resolution adopting a Mitigated Negative Declaration.

RES 108-19, SMITH ABS

2. Adoption of a Resolution approving the General Plan Amendment changing the land use designation from RIA (Resource – Intensive Agriculture) to LI (Light Industrial) on 8.53 acres, subject to conditions of approval.

RES 109-19, SMITH ABS

3. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres.

FR ONLY, SMITH ABS

9. CONSENT CALENDAR PUBLIC HEARINGS continued

c. Public Hearing to consider General Plan Amendment/Zone Change No. 18-0457. DeWalt Corporation, representing Daniel and Susan Duncan (property owners), is proposing a General Plan Amendment/Zone Change on 12.97 acres located generally on the southeast corner of the South H Street and Hosking Avenue intersection. The request includes: (1) an amendment of the Land Use Element of the *Metropolitan Bakersfield General Plan* land use designation from LR (Low Density Residential) to GC (General Commercial) on 12.97 acres, or a more restrictive designation; and (2) a change in zone district from R-1 (One Family Dwelling) to C-2/ PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres, or a more restrictive district. A Mitigated Negative Declaration is on file.

1. Resolution adopting a Mitigated Negative Declaration.

RES 110-19

2. Adoption of a Resolution approving the General Plan Amendment changing the land use designation from LR (Low Density Residential) to GC (General Commercial) on 12.97 acres, subject to conditions of approval.

RES 111-19

3. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One Family Dwelling) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres.

FR ONLY

d. Public Hearing to consider General Plan Amendment/Zone Change No. 19-0039. Tanya Lopez (property owner and applicant), is proposing a General Plan Amendment/Zone Change on 0.64 acres located at 1720 Planz Road, northwest of the South H Street and Planz Road intersection. The request includes: (1) an amendment of the Land Use Element of the Metropolitan Bakersfield General Plan land use designation from HR (High Density Residential) to GC (General Commercial) on 0.64 acres, or a more restrictive designation; and (2) a change in zone district from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling) and C-2 (Regional Commercial) to only C-2 (Regional Commercial) on 0.64 acres, or a more restrictive district. A Notice of Exemption is on file.

9. CONSENT CALENDAR PUBLIC HEARINGS continued
ITEM 9.d. CONTINUED

1. Resolution adopting a Notice of Exemption.

   RES 112-19

2. Adoption of a Resolution approving the General Plan Amendment changing the land use designation from HR (High Density Residential) to GC (General Commercial) on 0.64 acres, subject to conditions of approval.

   RES 113-19

3. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling) and C-2 (Regional Commercial) to only C-2 (Regional Commercial) on 0.64 acres.

   FR ONLY

Consent Calendar Public Hearing items 9.a. through 9.d. opened at 6:00 p.m.

No one spoke.

Consent Calendar Public Hearing items 9.a. through 9.d. closed at 6:01 p.m.

Councilmember Smith announced that he would abstain on item 9.b., due to a conflict of interest, the applicant is his client.

Motion by Vice-Mayor Parlier to adopt Consent Calendar Public Hearing items 9.a. through 9.d. Motion passed.

10. HEARINGS

a. Public Hearing to consider General Plan Amendment/Zone Change No. 19-0134. The City of Bakersfield (property owner), is proposing a General Plan Amendment/Zone Change on 1.72 acres, located at 2601 Q Street, Bakersfield, California 93301, which is the current location of Weill Park. The request includes: (1) an amendment of the Land Use Element of the Metropolitan Bakersfield General Plan land use designation from OS-P (Parks and Recreation) to SI (Service Industrial) on 1.72 acres, or a more restrictive designation; and (2) a change in zone district from OS (Open Space) to M-2 (General Manufacturing) on 1.72 acres, or a more restrictive district. A Notice of Exemption is on file.

10. HEARINGS continued
ITEM 10.a. CONTINUED

1. Resolution adopting a Notice of Exemption.

2. Adoption of a Resolution approving the General Plan Amendment changing the land use from OS-P (Parks and Recreation) to SI (Service Industrial) on 1.72 acres.

3. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from OS (Open Space) to M-2 (General Manufacturing) on 1.72 acres.

Mayor Goh announced Hearing item 10.a. will not be heard tonight; there will not be a staff presentation or action taken by the Council; the hearing will be opened, closed, and re-noticed for a later date; and encouraged public comments regarding this matter to wait until the new hearing date.

Hearing item 10.a. opened at 6:06 p.m.

No one spoke.

Hearing item 10.a. closed at 6:06 p.m.

11. REPORTS

None.

12. DEFERRED BUSINESS

None.

13. NEW BUSINESS

a. Economic Opportunity Area Plan Update:

1. Adopt Amended Resolution for Downtown EOA and updated Economic Opportunity Area Plan

RES 148-16(1)

2. Adopt Amended Resolution for Airport EOA and updated Economic Opportunity Area Plan

RES 049-16(1)

3. Adopt Amended Resolution for Highway 58/Mt. Vernon EOA and updated Economic Opportunity Area Plan

RES 050-16(1)

13. NEW BUSINESS continued
ITEM 13.a. CONTINUED

4. Adopt Amended Resolution for 34th Street Corridor EOA and updated Economic Opportunity Area Plan

   RES 077-16(1)

5. Adopt Amended Resolution for East Hills EOA and updated Economic Opportunity Area Plan

   RES 076-16(1)

6. Adopt Amended Resolution for Old Town Kern EOA and updated Economic Opportunity Area Plan

   RES 078-16(1)

7. Adopt Amended Resolution for Southeast EOA and updated Economic Opportunity Area Plan

   RES 109-16(1)

(Adopting Resolutions amending the Economic Opportunity Area Plan and continuing the seven designated Economic Opportunity Areas.)

Acting Development Services Director Burns made staff comments.

Principal Planner Griego made additional staff comments and provided a PowerPoint presentation.

Motion by Vice-Mayor Parlier to adopt the resolutions amending the Economic Opportunity Area Plan and continuing the seven designated Economic Opportunity Areas. Motion passed.

14. COUNCIL AND MAYOR STATEMENTS

Councilmember Rivera referred the discussion of the development of a City summer internship program, for high school students, to the Youth Commission.

Councilmember Rivera requested staff explore the possibility of collaborating with the Arts Council of Kern to make crosswalks into murals in an effort to make them more visible.

Councilmember Sullivan expressed gratitude for the 4th of July Celebration at The Park at River Walk.

Vice-Mayor Parlier announced that Mayor Goh will be speaking at the State of the City, on Thursday, at 11:00 a.m., at the Marriott Hotel.

15. ADJOURNMENT

Mayor Goh adjourned the meeting at 6:20 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/14/2019

WARD:

SUBJECT: Receive and file department payments from July 5, 2019 to August 1, 2019 in the amount of $66,403,837.26, Self Insurance payments from July 5, 2019 to August 1, 2019, in the amount of $4,214,212.79, totaling $70,618,050.05.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

In accordance with Bakersfield Municipal Code Section 2.08.020 the Finance Director must report the city's disbursements periodically to the City Council.

ATTACHMENTS:

	Description	Type
🗋	1-AP Check Register Admin 08-14-2019	Backup Material
🗋	2-EAP Check Register Admin 08-14-2019	Backup Material

FROM 7/5/2019 to 8/1/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693314	22346	ABACUS I M T INC	Jul 5, 2019	$660.00
693315	30229	ABM INDUSTRY GROUPS LLC	Jul 5, 2019	$808.07
693316	81	ADVANCED DATA STORAGE INC	Jul 5, 2019	$20.00
693317	78	ADVANCED DISTRIBUTION CO	Jul 5, 2019	$3,046.40
693318	28961	ADVANCED SIGNS	Jul 5, 2019	$4,799.44
693319	25074	AEP CALIFORNIA LLC	Jul 5, 2019	$13,485.93
693320	17100	AEROS ENVIRONMENTAL INC	Jul 5, 2019	$435.00
693321	12516	AIMS	Jul 5, 2019	$39,094.50
693322	160	ALL THAT LETTERING SIGN COMPNY	Jul 5, 2019	$350.00
693323	23588	ALUMINUM CHUCK WAGON	Jul 5, 2019	$3,948.37
693324	347	AMREP INC	Jul 5, 2019	$678.34
693325	1049	APPLIED LNG TECHNOLOGIES LLC	Jul 5, 2019	$5,755.79
693326	13049	ARMA COATINGS OF BAKERSFIELD	Jul 5, 2019	$920.13
693327	30436	ARREOLA, JAVIER	Jul 5, 2019	$100.00
693328	25940	BACA, ANTHONY	Jul 5, 2019	$210.00
693329	675	BAKERSFIELD CALIFORNIAN	Jul 5, 2019	$290.54
693330	971	BAKERSFIELD PLUMBING CO INC	Jul 5, 2019	$178.00
693331	841	BAKERSFIELD RUBBER STAMP CO	Jul 5, 2019	$367.13
693332	850	BAKERSFIELD SENIOR CENTER	Jul 5, 2019	$8,413.41
693333	875	BAKERSFIELD TRUCK CENTER	Jul 5, 2019	$31.63
693334	24080	BANDUCCI, ROANNA	Jul 5, 2019	$742.95
693335	557	BARC	Jul 5, 2019	$159.30
693336	13424	BARNES WELDING SUPPLY	Jul 5, 2019	$652.10
693337	1069	BETHANY SERVICES	Jul 5, 2019	$13,776.64
693338	22308	BETTER DIRECT INC	Jul 5, 2019	$693.88
693339	28231	BIG BRAND TIRE & SERVICE	Jul 5, 2019	$942.08
693340	23444	BILLINGSLEY, MATTHEW	Jul 5, 2019	$109.85
693341	21172	BLACKHOLE TECHNOLOGIES INC	Jul 5, 2019	$4,721.28
693342	28341	BOB'S AUTO GLASS INC	Jul 5, 2019	$50.00
693343	10351	BOWMAN ASPHALT	Jul 5, 2019	$38,673.19
693344	28382	BR FROST COMPANY	Jul 5, 2019	$1,575.00
693345	19303	BRIGHT HOUSE NETWORKS	Jul 5, 2019	$269.96
693346	10267	BUDGET BOLT INC	Jul 5, 2019	$515.75
693347	1359	BUDS BRAKE & WHEEL PARTS	Jul 5, 2019	$140.12
693348	29802	BULLOCK, JACQUELINE	Jul 5, 2019	$252.00
693349	23090	BURTONS FIRE INC	Jul 5, 2019	$158.74
693350	1477	CAL VALLEY EQUIPMENT INC	Jul 5, 2019	$897.63
693351	23736	CALIFORNIA EMINENT DOMAIN LAW GROUP	Jul 5, 2019	$753.70
693352	29489	CALIFORNIA SURFACE SOLUTIONS INC	Jul 5, 2019	$525.00
693353	1694	CALIFORNIA WATER SERVICE	Jul 5, 2019	$405.10
693354	26499	CALISTRO, MIGUIEL	Jul 5, 2019	$138.36
693355	16974	CERTEX WEST USA INC	Jul 5, 2019	$223.30
693356	1888	CHAMPION HARDWARE	Jul 5, 2019	$2,552.73
693357	14931	CHEM PRO LABORATORY INC	Jul 5, 2019	$1,414.97
693358	21220	CLEAN ENERGY INC	Jul 5, 2019	$777.00
693359	29966	CODE PUBLISHING COMPANY	Jul 5, 2019	$56.85
693360	28762	COFFEY MGT LLC	Jul 5, 2019	$386.32
693361	11167	COLES ENVIRONMENTAL	Jul 5, 2019	$205.00
693362	25291	CONSOLIDATED FABRICATORS CORP	Jul 5, 2019	$19,785.26
693363	27509	CONTRERAS, ANGEL	Jul 5, 2019	$483.00
693364	27218	CUMMINS PACIFIC LLC	Jul 5, 2019	$1,924.92
693365	4140	DAVID JANES COMPANY	Jul 5, 2019	$46.90
693366	29256	DEWITZ, JEFF	Jul 5, 2019	$84.00
693367	886	DEXSIL CORPORATION	Jul 5, 2019	$213.12

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693368	30438	DIG SAFE BOARD	Jul 5, 2019	$8,317.29
693369	20062	ECOLINE INDUSTRIAL SUPPLY	Jul 5, 2019	$2,484.34
693370	29111	ENVIROTEK CORPORATION	Jul 5, 2019	$2,432.07
693371	29340	EZ LINER INDUSTRIES	Jul 5, 2019	$404.90
693372	29381	FARRER, NOELLE	Jul 5, 2019	$1,092.00
693373	16624	FASTENAL COMPANY	Jul 5, 2019	$2,424.80
693374	2901	FEDEX	Jul 5, 2019	$278.47
693375	10037	MISCELLANEOUS TRUST VENDOR	Jul 5, 2019	$200.00
693376	29752	FIRST ALARM WELLNESS INC	Jul 5, 2019	$1,700.00
693377	19657	FIRST CHOICE SERVICES INC	Jul 5, 2019	$395.85
693378	25339	FLEET SERVICES TOWING INC	Jul 5, 2019	$37.00
693379	29238	FOX, PERRY	Jul 5, 2019	$273.00
693380	308	GARDENERS SUPPLY INC	Jul 5, 2019	$444.02
693381	28916	GBLA	Jul 5, 2019	$48,863.21
693382	28064	GENERAL TREE SERVICE INC	Jul 5, 2019	$83,468.00
693383	3358	GILLIAM & SONS INC	Jul 5, 2019	$17,587.00
693384	18722	GLOBALSTAR USA INC	Jul 5, 2019	$89.62
693385	14923	GOLDEN EMPIRE AFFORDABLE HOUSING	Jul 5, 2019	$101,762.98
693386	15975	GOLDEN ENGINEERING	Jul 5, 2019	$2,265.00
693387	3403	GOLDEN STATE PETERBILT	Jul 5, 2019	$381.95
693388	18120	GOVCONNECTION INC	Jul 5, 2019	$6,158.68
693389	3450	GRANITE CONSTRUCTION INC	Jul 5, 2019	$434,536.15
693390	3452	GRAYBAR ELECTRIC COMPANY	Jul 5, 2019	$1,230.70
693391	10037	MISCELLANEOUS TRUST VENDOR	Jul 5, 2019	$200.00
693392	24247	GREGS PETROLEUM SERVICES INC	Jul 5, 2019	$6,055.01
693393	24693	GRUBBS, JOSH	Jul 5, 2019	$483.00
693394	30387	GRUETZMACHER, KATIE	Jul 5, 2019	$147.00
693395	24139	GUTIERREZ TIRE & WHEEL INC	Jul 5, 2019	$4,986.39
693396	3593	HALL LETTER SHOP	Jul 5, 2019	$7,678.53
693397	29760	HAYMOND, KEVIN	Jul 5, 2019	$126.00
693398	19200	HERNANDEZ, ANTHONY	Jul 5, 2019	$77.00
693399	29915	HERWALDT MOTORSPORTS	Jul 5, 2019	$1,102.72
693400	29461	HESTER, TYLOR	Jul 5, 2019	$396.50
693401	30391	HOME DEPOT PRO	Jul 5, 2019	$23.69
693402	3929	HYDRAULIC CONTROLS INC	Jul 5, 2019	$420.36
693403	20621	ICF JONES & STOKES INC	Jul 5, 2019	$3,565.00
693404	24099	J GARCIA TRUCKING INC	Jul 5, 2019	$450.00
693405	147	JIM ALFTER CEMENT CONTRACTOR	Jul 5, 2019	$53,956.40
693406	26387	JIM BURKE FORD-EQ	Jul 5, 2019	$79,505.48
693407	16111	JORDAN, DAVID	Jul 5, 2019	$49.00
693408	4243	JORGENSEN & CO	Jul 5, 2019	$379.52
693409	28989	K & I SERVICES INC	Jul 5, 2019	$447.00
693410	4550	K C S O S	Jul 5, 2019	$1,408.25
693411	4528	KERN COUNTY PUBLIC HEALTH SERV	Jul 5, 2019	$102,383.59
693412	4573	KERN COUNTY WATER AGENCY	Jul 5, 2019	$810,004.00
693413	4677	KERN REFUSE DISPOSAL, INC	Jul 5, 2019	$1,441,886.01
693414	4680	KERN RIVER POWER EQUIPMENT INC	Jul 5, 2019	$108.75
693415	4861	KISCO SALES INC	Jul 5, 2019	$79.64
693416	24784	KLASSEN CORPORATION	Jul 5, 2019	$96,870.33
693417	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Jul 5, 2019	$85.79
693418	1423	KUTAK ROCK LLP	Jul 5, 2019	$8,282.58
693419	14219	L A GRINDING INC	Jul 5, 2019	$45.00
693420	30293	L&W SUPPLY CORPORATION	Jul 5, 2019	$145.55
693421	22408	LEHR AUTO ELECTRIC	Jul 5, 2019	$2,547.50

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693422	28745	LIGHTING IN STYLE	Jul 5, 2019	$2,135.05
693423	20967	LIVE OAK ASSOCIATES INC	Jul 5, 2019	$2,205.00
693424	29749	LOPEZ, MICHAEL	Jul 5, 2019	$294.00
693425	28310	M-I LLC	Jul 5, 2019	$5,299.92
693426	30321	MANNING, JUSTIN	Jul 5, 2019	$210.00
693427	26124	MARANATHA LANDSCAPE INC	Jul 5, 2019	$2,840.00
693428	5262	MARTIN, LYLE	Jul 5, 2019	$41.01
693429	30305	MARTINEZ, JOSUE	Jul 5, 2019	$84.00
693430	20156	MEAD & HUNT INC	Jul 5, 2019	$7,678.05
693431	7064	MERCHANTS PRINTING & ENVELOPE	Jul 5, 2019	$82.00
693432	14119	METRO RECORD STORAGE INC	Jul 5, 2019	$821.96
693433	28366	MINOR, TYLER	Jul 5, 2019	$169.65
693434	5547	MINUTEMAN PRESS	Jul 5, 2019	$517.10
693435	885	MSC INDUSTRIAL SUPPLY CO INC	Jul 5, 2019	$83.14
693436	28735	MULLAHEY CDJR	Jul 5, 2019	$80,779.60
693437	30425	MULLICH, CHRISTOPHER	Jul 5, 2019	$300.00
693438	24167	NOLTE ASSOCIATES INC	Jul 5, 2019	$96,440.38
693439	29443	NORTHSTAR TRAVEL MEDIA LLC	Jul 5, 2019	$4,845.00
693440	20361	NOSSAMAN LLP	Jul 5, 2019	$15,872.51
693441	29773	NUNEZ, FERNANDO	Jul 5, 2019	$126.00
693442	28687	NV5 INC	Jul 5, 2019	$384,951.36
693443	3910	O'CONNOR PEST CONTROL	Jul 5, 2019	$295.00
693444	28052	OCHOA, RICARDO	Jul 5, 2019	$300.00
693445	19012	ORTIZ, CARINA	Jul 5, 2019	$210.76
693446	14515	OXLEY'S PEST CONTROL INC	Jul 5, 2019	$95.00
693447	30414	PACE SUPPLY CORP	Jul 5, 2019	$1,585.36
693448	18041	PANNU, BIK	Jul 5, 2019	$360.00
693449	25076	PAPE KENWORTH	Jul 5, 2019	$303.71
693450	14885	PAUL CONWAY SHIELDS INC	Jul 5, 2019	$6,095.74
693451	24029	PAYLESS TOWING	Jul 5, 2019	$107.00
693452	25424	PET WASTE ELIMINATOR	Jul 5, 2019	$866.00
693453	6376	PIONEER PAINT	Jul 5, 2019	$2,174.81
693454	178	PRAXAIR DISTRIBUTION INC	Jul 5, 2019	$142.97
693455	24890	PRECISION SURVEY SUPPLY LLC	Jul 5, 2019	$9,520.59
693456	785	PURIFYING SYSTEMS INC	Jul 5, 2019	$2,350.36
693457	6653	RAIN FOR RENT INC	Jul 5, 2019	$2,590.44
693458	20713	RANDY'S TOWING LLC	Jul 5, 2019	$72.00
693459	10906	REYNA, NOE	Jul 5, 2019	$53.16
693460	29257	RIVERA, FRANCISCO	Jul 5, 2019	$504.00
693461	6617	RLH FIRE PROTECTION	Jul 5, 2019	$1,580.00
693462	6915	ROUND-UP FEED AND PET SUPPLY	Jul 5, 2019	$220.90
693463	6921	RYAN, JOHN W	Jul 5, 2019	$49.00
693464	22538	SANTA BARBARA CONTROL SYSTEMS INC	Jul 5, 2019	$1,267.70
693465	27361	SC FUELS	Jul 5, 2019	$15,726.59
693466	21489	SCP DISTRIBUTORS LLC	Jul 5, 2019	$398.00
693467	25619	SCS TRACER ENVIRONMENTAL	Jul 5, 2019	$2,750.00
693468	29873	SELF HELP ENTERPRISES	Jul 5, 2019	$45,030.92
693469	7283	SEQUOIA PAINT COMPANY INC	Jul 5, 2019	$132.69
693470	30096	SHAW, MICHAEL	Jul 5, 2019	$148.00
693471	26203	SIERRA CONST & EXCAVATION INC	Jul 5, 2019	$10,002.99
693472	7376	SIERRA DISPLAY INC	Jul 5, 2019	$1,968.23
693473	7374	SIERRA PRINTERS INC	Jul 5, 2019	$670.18
693474	30261	SIERRA SNOW SURVEYS	Jul 5, 2019	$7,880.00
693475	28920	SIMS, RONALD	Jul 5, 2019	$227.50

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693476	29322	SITEONE LANDSCAPE SUPPLY HOLDING	Jul 5, 2019	$93.45
693477	16913	SKARPHOL ASSOCIATES	Jul 5, 2019	$2,531.00
693478	21703	SLAGLE'S MATTRESS FACTORY INC	Jul 5, 2019	$578.60
693479	18005	SLATER PLUMBING & MECHANICAL	Jul 5, 2019	$3,921.13
693480	7434	SMART & FINAL IRIS COMPANY	Jul 5, 2019	$332.24
693481	19960	SMITHS DETECTION-EDGEWOOD INC	Jul 5, 2019	$661.09
693482	22473	SOILS ENGINEERING INC	Jul 5, 2019	$3,500.00
693483	27951	SOLENIS LLC	Jul 5, 2019	$51,486.28
693484	11907	SPARKLETTS/SIERRA SPRINGS	Jul 5, 2019	$59.16
693485	25468	SSD SYSTEMS INC	Jul 5, 2019	$256.59
693486	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jul 5, 2019	$77.86
693487	11624	STARBUCK, RYAN	Jul 5, 2019	$1,078.60
693488	29365	STONE, ROSA	Jul 5, 2019	$45.50
693489	24575	SWANK MOTION PICTURES INC	Jul 5, 2019	$528.00
693490	28163	SWITZER, PHILIP	Jul 5, 2019	$315.00
693491	21158	TARGET SPECIALTY PRODUCTS	Jul 5, 2019	$2,841.56
693492	29053	TATES JANITORIAL SERVICE	Jul 5, 2019	$4,261.25
693493	276	TAYLOR EQUIPMENT & REPAIR, INC	Jul 5, 2019	$695.85
693494	7875	TECHNICAL SPRAY SERVICES	Jul 5, 2019	$4,956.08
693495	27973	TEMPEST INTERACTIVE MEDIA LLC	Jul 5, 2019	$150.00
693496	851	TENNANT COMPANY	Jul 5, 2019	$265.24
693497	30440	THOMPSON, MICHAEL	Jul 5, 2019	$360.00
693498	7999	THREE-WAY CHEVROLET	Jul 5, 2019	$226.12
693499	23837	TPX COMMUNICATIONS	Jul 5, 2019	$1,440.24
693500	21369	TRANS-WEST SECURITY INC	Jul 5, 2019	$6,057.46
693501	20359	TURF STAR INC	Jul 5, 2019	$107.50
693502	245	TURK'S KERN COPY INC	Jul 5, 2019	$90.71
693503	96	TYACK TIRES INC	Jul 5, 2019	$262.86
693504	10428	UNITED REFRIGERATION INC	Jul 5, 2019	$328.12
693505	15132	VALLEY PROPANE SERVICE	Jul 5, 2019	$60.62
693506	28829	VASQUEZ, ROSARIO	Jul 5, 2019	$120.25
693507	29596	VEHICLE MAINTENANCE PROGRAM INC	Jul 5, 2019	$864.31
693508	5158	W M LYLES COMPANY	Jul 5, 2019	$10,362.34
693509	4141	WATTENBARGER DO IT CENTER	Jul 5, 2019	$682.10
693510	30437	WESTBELD, MICHAEL	Jul 5, 2019	$127.50
693511	26447	WESTCOAST HYDRAULICS	Jul 5, 2019	$858.35
693512	21212	WHITE CAP CONSTRUCTION SUPPLY	Jul 5, 2019	$310.83
693513	28563	WILSONS INDUSTRIAL PUMP	Jul 5, 2019	$7,588.72
693514	18790	WINSTON WATER SERVICES	Jul 5, 2019	$845.00
693515	11228	WOOD & RANDALL INC	Jul 5, 2019	$8,907.00
693516	28488	WOOD, VICTORIA	Jul 5, 2019	$304.85
693517	9234	ZALCO LABORATORIES INC	Jul 5, 2019	$25.00
693518	25879	ZOOM IMAGING SOLUTIONS, INC.	Jul 5, 2019	$1,161.34
693519	25815	1 800 RADIATOR & A/C INC	Jul 5, 2019	$290.09
693520	30430	2THRIVE MEDIA LLC DBA LOCO CANOPIES	Jul 5, 2019	$2,593.68
693523	28	A C ELECTRIC COMPANY	Jul 5, 2019	$136,907.00
693524	12516	AIMS	Jul 5, 2019	$40.50
693528	8530	AMERIPRIDE UNIFORM SERVICES	Jul 5, 2019	$4,769.74
693529	30442	APA CALIFORNIA CONFERENCE	Jul 5, 2019	$915.00
693531	652	B A C S CO	Jul 5, 2019	$3,055.78
693532	10320	BAKERSFIELD HOMELESS CENTER	Jul 5, 2019	$18,682.20
693535	18692	BOUND TREE MEDICAL LLC	Jul 5, 2019	$9,270.96
693539	1696	CALIFORNIA WATER SERVICE	Jul 5, 2019	$81,762.53
693540	28522	CHANNEL LAW GROUP LLP TRUST ACCOUNT	Jul 5, 2019	$1,641.44

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693541	28522	CHANNEL LAW GROUP LLP TRUST ACCOUNT	Jul 5, 2019	$19,067.14
693542	11937	CITY OF BAKERSFIELD	Jul 5, 2019	$8,917.00
693543	11937	CITY OF BAKERSFIELD	Jul 5, 2019	$9.00
693544	11937	CITY OF BAKERSFIELD	Jul 5, 2019	$26.88
693545	28942	CONNECT	Jul 5, 2019	$5,175.00
693546	30444	COURTYARD CAMARILLO	Jul 5, 2019	$406.80
693547	10898	D M V RENEWAL	Jul 5, 2019	$55.00
693548	29120	DCM ASSETS MANAGEMENT LLC	Jul 5, 2019	$57,246.00
693550	3427	GRAINGER INC, W W	Jul 5, 2019	$3,453.76
693552	7933	HOME DEPOT	Jul 5, 2019	$3,528.33
693553	4740	KERN TURF SUPPLY	Jul 5, 2019	$3,332.29
693554	30443	LANGE, CARL	Jul 5, 2019	$231.00
693555	5118	LOCAL AGENCY FORMATION COMMISS	Jul 5, 2019	$844.00
693557	15624	LOWE'S HOME IMPROVEMENT	Jul 5, 2019	$3,356.77
693558	12273	NATIONAL NOTARY ASSOCIATION	Jul 5, 2019	$69.00
693559	7096	SJVAPCD	Jul 5, 2019	$578.17
693560	7509	SOCALGAS	Jul 5, 2019	$36.08
693562	245	TURK'S KERN COPY INC	Jul 5, 2019	$1,391.69
693563	30002	MEDICAL EYE SERVICE COMPANY	Jul 5, 2019	$5,013.43
693564	26810	RELIASTAR LIFE INSURANCE CO	Jul 5, 2019	$3,687.48
693565	30027	U S BANK - PARS #6746022400	Jul 5, 2019	$9,837.12
693566	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Jul 5, 2019	$48,864.10
693567	30020	UNUM	Jul 5, 2019	$5,046.26
693568	28	A C ELECTRIC COMPANY	Jul 11, 2019	$36,464.27
693569	497	A T & T	Jul 11, 2019	$125.00
693570	81	ADVANCED DATA STORAGE INC	Jul 11, 2019	$26.25
693571	78	ADVANCED DISTRIBUTION CO	Jul 11, 2019	$601.83
693572	30433	AGRI-TURF DISTRIBUTING LLC	Jul 11, 2019	$757.71
693573	19696	ALEMAN, KIMBERLY	Jul 11, 2019	$113.10
693574	30445	ALL CRITTERS HOSPITAL	Jul 11, 2019	$69.00
693575	23588	ALUMINUM CHUCK WAGON	Jul 11, 2019	$6,083.23
693576	27366	AMERICAN MESSAGING	Jul 11, 2019	$212.23
693577	295	AMERICAN SAFETY SERVICES INC	Jul 11, 2019	$674.75
693578	8530	AMERIPRIDE UNIFORM SERVICES	Jul 11, 2019	$382.14
693579	29827	AMS LEGAL SUPPORT SERVICES INC	Jul 11, 2019	$125.00
693580	13049	ARMA COATINGS OF BAKERSFIELD	Jul 11, 2019	$920.13
693581	30424	ASPHALT DOCTOR LLC	Jul 11, 2019	$39,981.50
693582	25940	BACA, ANTHONY	Jul 11, 2019	$84.00
693583	675	BAKERSFIELD CALIFORNIAN	Jul 11, 2019	$2,402.32
693584	18846	BAKERSFIELD CHRYSLER JEEP MAZDA	Jul 11, 2019	$2,832.31
693585	971	BAKERSFIELD PLUMBING CO INC	Jul 11, 2019	$124.46
693586	557	BARC	Jul 11, 2019	$428.00
693587	30446	BERNAL, ALEX	Jul 11, 2019	$84.00
693588	29350	BEST SMOG & TUNE UP	Jul 11, 2019	$179.25
693589	23444	BILLINGSLEY, MATTHEW	Jul 11, 2019	$1,188.36
693590	21172	BLACKHOLE TECHNOLOGIES INC	Jul 11, 2019	$2,456.62
693591	1271	BROCKS TRAILER	Jul 11, 2019	$240.90
693592	16565	BTE COMMUNICATIONS	Jul 11, 2019	$195.70
693593	10267	BUDGET BOLT INC	Jul 11, 2019	$751.61
693594	29802	BULLOCK, JACQUELINE	Jul 11, 2019	$168.00
693595	26475	BUSINESS AND LEGAL RESOURCES	Jul 11, 2019	$387.00
693597	1477	CAL VALLEY EQUIPMENT INC	Jul 11, 2019	$406.13
693598	24379	CCI OFFICE TECHNOLOGY	Jul 11, 2019	$252.35
693599	19922	CENTRAL CALIFORNIA POWER INC	Jul 11, 2019	$692.85

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693600	1888	CHAMPION HARDWARE	Jul 11, 2019	$64.35
693601	2016	CLARK PEST CONTROL INC	Jul 11, 2019	$300.00
693602	29127	CLARK, DERRICK	Jul 11, 2019	$11.02
693603	27509	CONTRERAS, ANGEL	Jul 11, 2019	$147.00
693604	30454	COX, HEATHER	Jul 11, 2019	$363.00
693605	18600	CSAC EXCESS INSURANCE AUTHORITY	Jul 11, 2019	$1,292,222.00
693606	27296	D & D DISPOSAL INC	Jul 11, 2019	$924.00
693607	30453	DEL ROSARIO, ETHAN	Jul 11, 2019	$47.56
693608	29256	DEWITZ, JEFF	Jul 11, 2019	$168.00
693609	2613	DOUGLASS TRUCK BODIES INC	Jul 11, 2019	$640.35
693610	28574	DR RONALD OSTROM	Jul 11, 2019	$1,000.00
693611	18544	DUANE MORRIS LLP	Jul 11, 2019	$1,061.42
693612	24067	DUE NORTH CONSULTING INC	Jul 11, 2019	$3,780.00
693613	30210	E Z GO A TEXTRON COMPANY	Jul 11, 2019	$331.31
693614	16511	EAN SERVICES LLC	Jul 11, 2019	$1,552.02
693615	30144	EMTS INC	Jul 11, 2019	$683.00
693616	2811	ENTENMANN ROVIN CO	Jul 11, 2019	$57.85
693617	29111	ENVIROTEK CORPORATION	Jul 11, 2019	$2,463.93
693618	2901	FEDEX	Jul 11, 2019	$67.01
693619	30452	FIGUEROA, MONICA	Jul 11, 2019	$39.44
693620	29752	FIRST ALARM WELLNESS INC	Jul 11, 2019	$1,392.10
693621	29238	FOX, PERRY	Jul 11, 2019	$168.00
693622	29018	FRUITVALE AUTOMOTIVE	Jul 11, 2019	$280.24
693623	21974	GARDNER, REGINALD	Jul 11, 2019	$83.52
693624	28064	GENERAL TREE SERVICE INC	Jul 11, 2019	$14,727.00
693625	29704	GENTEX CORP	Jul 11, 2019	$857.53
693626	3403	GOLDEN STATE PETERBILT	Jul 11, 2019	$456.00
693627	30451	GONZALES, ALLISON	Jul 11, 2019	$46.40
693628	26862	GONZALEZ, JOSE G	Jul 11, 2019	$41.76
693629	3427	GRAINGER INC, W W	Jul 11, 2019	$880.26
693630	30447	GRAY CPA CONSULTING PC	Jul 11, 2019	$5,000.00
693631	3489	GREENFIELD UNION SCHOOL DSTRCT	Jul 11, 2019	$44.11
693632	3537	GUNDLACH PLUMBING AIR COND INC	Jul 11, 2019	$658.17
693633	24139	GUTIERREZ TIRE & WHEEL INC	Jul 11, 2019	$2,122.24
693634	3593	HALL LETTER SHOP	Jul 11, 2019	$379.45
693635	3660	HARBOR FREIGHT TOOLS	Jul 11, 2019	$99.54
693636	3672	HAWLEYS WINDOW COVERINGS INC	Jul 11, 2019	$295.00
693637	30046	HERRERA, MARISOL	Jul 11, 2019	$122.55
693638	30371	HOGAN, ALEX	Jul 11, 2019	$640.00
693639	18263	HUB CONSTRUCTION SPECIALTIES INC	Jul 11, 2019	$409.70
693640	19283	JAM SERVICES INC	Jul 11, 2019	$1,195.05
693641	28917	JAN-PRO CLEANING SYSTEMS	Jul 11, 2019	$1,365.00
693642	25838	JCI JONES CHEMICALS INC	Jul 11, 2019	$9,193.39
693643	147	JIM ALFTER CEMENT CONTRACTOR	Jul 11, 2019	$51,477.80
693644	26387	JIM BURKE FORD-EQ	Jul 11, 2019	$95,419.56
693645	19554	K & R TOWING	Jul 11, 2019	$37.00
693646	4550	K C S O S	Jul 11, 2019	$843.30
693647	4429	KERN COUNTY AUDITOR CONTROLLER	Jul 11, 2019	$124,794.00
693648	4573	KERN COUNTY WATER AGENCY	Jul 11, 2019	$79.42
693649	25735	KERN MASONRY STRUCTURES INC	Jul 11, 2019	$16,149.60
693650	4701	KERN SPRINKLER LANDSCAPING INC	Jul 11, 2019	$3,170.55
693651	30068	KIMBERLY WILSON, DVM	Jul 11, 2019	$400.00
693652	23434	KINNEY, STEVEN P	Jul 11, 2019	$870.00
693653	4861	KISCO SALES INC	Jul 11, 2019	$223.18

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693654	10417	KOGA INSTITUTE	Jul 11, 2019	$5,000.00
693655	26294	KRONOS INCORPORATED	Jul 11, 2019	$720.00
693656	17229	L C ACTION SUPPLY INC	Jul 11, 2019	$2,961.74
693657	25309	LANGO, PETER M	Jul 11, 2019	$168.00
693658	28956	LD MAINTENANCE & CONSTRUCTION	Jul 11, 2019	$690.00
693659	22408	LEHR AUTO ELECTRIC	Jul 11, 2019	$271,956.94
693660	28755	LEVEL 3 COMMUNICATIONS LLC	Jul 11, 2019	$2,074.19
693661	30056	LIBERTY COMPOSTING INC	Jul 11, 2019	$10,154.70
693662	29749	LOPEZ, MICHAEL	Jul 11, 2019	$84.00
693663	12095	MADDEN, CLAYTON	Jul 11, 2019	$129.90
693664	28274	MAGNET FORENSICS	Jul 11, 2019	$1,125.00
693665	28932	MANER, MADISON	Jul 11, 2019	$31.32
693666	30321	MANNING, JUSTIN	Jul 11, 2019	$84.00
693667	5262	MARTIN, LYLE	Jul 11, 2019	$99.00
693668	23977	MAYA CINEMAS BAKERSFIELD	Jul 11, 2019	$731.50
693669	29909	MEDINA, ISAIAH	Jul 11, 2019	$122.38
693670	23482	MESA-BAILEY, BRITTANY	Jul 11, 2019	$11.60
693671	14119	METRO RECORD STORAGE INC	Jul 11, 2019	$5,124.00
693672	19252	MEYER CIVIL ENGINEERING INC	Jul 11, 2019	$12,996.60
693673	23916	MEYER, ZACHARY	Jul 11, 2019	$1,614.59
693674	24077	MICHEL AUTO TECH	Jul 11, 2019	$1,435.88
693675	5547	MINUTEMAN PRESS	Jul 11, 2019	$1,426.09
693676	30126	MODERN OFFICE	Jul 11, 2019	$2,799.00
693677	30269	MOORE AND MOORE INVESTIGATIONS	Jul 11, 2019	$300.00
693678	18659	MORPHIS, SEAN	Jul 11, 2019	$838.31
693679	5681	MOSS, ROBERT B JR	Jul 11, 2019	$7,641.76
693680	885	MSC INDUSTRIAL SUPPLY CO INC	Jul 11, 2019	$31.61
693681	29828	MT POSO COGENERATION COMPANY LLC	Jul 11, 2019	$1,200.00
693682	27052	MURRAY FAMILY FARMS	Jul 11, 2019	$594.00
693683	5889	NEWARK ELEMENT	Jul 11, 2019	$131.97
693684	18888	NIEMEYER & ASSOCIATES INC	Jul 11, 2019	$3,685.41
693685	5912	NIXON-EGLI EQUIPMENT CO	Jul 11, 2019	$216.98
693686	20361	NOSSAMAN LLP	Jul 11, 2019	$130.00
693687	29773	NUNEZ, FERNANDO	Jul 11, 2019	$84.00
693688	22301	OVERLAND PACIFIC & CUTLER INC	Jul 11, 2019	$61,230.03
693689	10495	OWENS, BILLY	Jul 11, 2019	$83.52
693690	25286	PAC-VAN	Jul 11, 2019	$107.18
693691	20446	PAPE MACHINERY INC	Jul 11, 2019	$1,307.35
693692	17052	PAQUETTE, DAVID	Jul 11, 2019	$69.60
693693	20828	PARSONS TRANSPORTATION GROUP INC	Jul 11, 2019	$222,267.58
693694	27046	PETERSON CORP	Jul 11, 2019	$1,023.04
693695	27105	PHILLIPS, PHAUL	Jul 11, 2019	$27.84
693696	22530	PHIPPEN, GLENN	Jul 11, 2019	$815.40
693697	20713	RANDY'S TOWING LLC	Jul 11, 2019	$37.00
693698	28480	READY REFRESH	Jul 11, 2019	$89.26
693699	29257	RIVERA, FRANCISCO	Jul 11, 2019	$336.00
693700	22689	RODRIGUE, STEVEN	Jul 11, 2019	$43.50
693701	27378	ROLDAN, EVETTE	Jul 11, 2019	$858.66
693702	6915	ROUND-UP FEED AND PET SUPPLY	Jul 11, 2019	$132.96
693703	30450	RUGANO, MICHAEL	Jul 11, 2019	$91.06
693704	18072	SAFETY TEK INDUSTRIES INC	Jul 11, 2019	$1,755.73
693705	27205	SALCIDO, DANIEL	Jul 11, 2019	$63.00
693706	29729	SCREEN 2 CRUSH INC	Jul 11, 2019	$55,207.50
693707	26203	SIERRA CONST & EXCAVATION INC	Jul 11, 2019	$55,874.20

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693708	7434	SMART & FINAL IRIS COMPANY	Jul 11, 2019	$376.78
693709	23989	SNOW, CASEY	Jul 11, 2019	$1,504.00
693710	22473	SOILS ENGINEERING INC	Jul 11, 2019	$1,000.00
693711	29897	SOLUTIONS	Jul 11, 2019	$2,451.38
693712	18357	SOUTHWEST VETERINARY HOSPITAL	Jul 11, 2019	$738.74
693713	11907	SPARKLETTS/SIERRA SPRINGS	Jul 11, 2019	$253.59
693714	12102	SPORER, KENNETH	Jul 11, 2019	$99.00
693715	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jul 11, 2019	$96.83
693716	7750	SURFACE PUMPS INC	Jul 11, 2019	$3,195.00
693717	24575	SWANK MOTION PICTURES INC	Jul 11, 2019	$528.00
693718	29910	SWANLUND, MARY	Jul 11, 2019	$55.10
693719	28163	SWITZER, PHILIP	Jul 11, 2019	$252.00
693720	28832	T-MOBILE USA	Jul 11, 2019	$51.00
693721	25338	TEN EIGHT TOW INC	Jul 11, 2019	$37.00
693722	21314	TICOR TITLE COMPANY INC	Jul 11, 2019	$500.00
693723	22218	TOPETE, LUIS	Jul 11, 2019	$443.72
693724	70200	TRINITY SAFETY CO	Jul 11, 2019	$283.02
693725	8193	TURK, MARK	Jul 11, 2019	$73.08
693726	245	TURK'S KERN COPY INC	Jul 11, 2019	$648.47
693727	96	TYACK TIRES INC	Jul 11, 2019	$1,200.29
693728	10428	UNITED REFRIGERATION INC	Jul 11, 2019	$283.63
693729	13920	UNITED SITE SERVICES OF CA INC	Jul 11, 2019	$600.84
693730	23036	VAN FOSSEN, TIFFANY	Jul 11, 2019	$109.50
693731	28739	WESTAIR GASES & EQUIPMENT INC	Jul 11, 2019	$47.90
693732	21212	WHITE CAP CONSTRUCTION SUPPLY	Jul 11, 2019	$308.99
693733	20165	WILLDAN ENGINEERING	Jul 11, 2019	$250.00
693734	28563	WILSONS INDUSTRIAL PUMP	Jul 11, 2019	$26,067.56
693735	9234	ZALCO LABORATORIES INC	Jul 11, 2019	$1,780.00
693736	28854	3C PAYMENT (USA) CORP	Jul 11, 2019	$113.92
693737	537	A T & T	Jul 11, 2019	$15,944.14
693738	12516	AIMS	Jul 11, 2019	$324.00
693741	10351	BOWMAN ASPHALT	Jul 11, 2019	$108,157.64
693742	24682	BROADCAST MUSIC INC	Jul 11, 2019	$3,137.00
693743	18159	C W E A	Jul 11, 2019	$185.00
693744	28045	CALIFORNIA ASSOCIATION OF SANI-	Jul 11, 2019	$595.00
693745	1696	CALIFORNIA WATER SERVICE	Jul 11, 2019	$19,079.01
693746	27074	CEN-CAL CONSTRUCTION INC	Jul 11, 2019	$60,990.16
693747	11937	CITY OF BAKERSFIELD	Jul 11, 2019	$26.76
693748	11937	CITY OF BAKERSFIELD	Jul 11, 2019	$246.12
693749	29921	CUNHA, TARA L	Jul 11, 2019	$79.00
693750	2714	EAST NILES COMMUNITY SERVICES	Jul 11, 2019	$0.00
693751	26312	EPIC AVIATION INC	Jul 11, 2019	$305.83
693755	7933	HOME DEPOT	Jul 11, 2019	$10,448.60
693756	22073	KERN COUNTY PARALEGAL ASSOC	Jul 11, 2019	$65.00
693759	4740	KERN TURF SUPPLY	Jul 11, 2019	$7,064.75
693764	15624	LOWE'S HOME IMPROVEMENT	Jul 11, 2019	$8,000.17
693765	12273	NATIONAL NOTARY ASSOCIATION	Jul 11, 2019	$119.00
693766	14088	PACIFIC GAS & ELECTRIC	Jul 11, 2019	$2,500.00
693767	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 11, 2019	$28,766.71
693768	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 11, 2019	$34.36
693775	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 11, 2019	$439,432.30
693776	6376	PIONEER PAINT	Jul 11, 2019	$3,186.73
693777	6439	POSTMASTER	Jul 11, 2019	$512.00
693778	7509	SOCALGAS	Jul 11, 2019	$20.49

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693779	7508	SOUTHERN CALIFORNIA EDISON CO.	Jul 11, 2019	$626.20
693780	26572	SPORTSEVENTS MEDIA GROUP	Jul 11, 2019	$1,520.00
693781	29582	STOCKBRIDGE GENERAL CONTRACTING	Jul 11, 2019	$7,149.84
693782	30181	STURGEON ELECTRIC CALIFORNIA LLC	Jul 11, 2019	$106,635.69
693783	20601	VERIZON WIRELESS	Jul 11, 2019	$804.92
693784	20601	VERIZON WIRELESS	Jul 11, 2019	$25.02
693785	20601	VERIZON WIRELESS	Jul 11, 2019	$1,637.06
693786	8773	WALL STREET JOURNAL, THE	Jul 11, 2019	$579.02
693787	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$250.00
693788	70249	BAKERSFIELD PLUMBING CO INC	Jul 12, 2019	$800.00
693789	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$89.58
693790	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$91.08
693791	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$126.79
693792	25772	DOBITZ CONSTRUCTION INC	Jul 12, 2019	$200.00
693793	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$40.36
693794	4435	KERN COUNTY CLERKS	Jul 12, 2019	$300.00
693795	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$200.00
693796	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$156.00
693797	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$549.44
693798	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$116.10
693799	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$92.17
693800	29655	P & A ADMINISTRATION SERVICES INC	Jul 12, 2019	$2,650.50
693801	29655	P & A ADMINISTRATION SERVICES INC	Jul 12, 2019	$227.55
693802	29655	P & A ADMINISTRATION SERVICES INC	Jul 12, 2019	$3,202.15
693803	29655	P & A ADMINISTRATION SERVICES INC	Jul 12, 2019	$4,104.08
693804	29655	P & A ADMINISTRATION SERVICES INC	Jul 12, 2019	$3,326.89
693805	10259	RIGLER, JAMES	Jul 12, 2019	$1,525.78
693806	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$101.00
693807	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$202.00
693808	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$382.55
693809	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$101.00
693810	10037	MISCELLANEOUS TRUST VENDOR	Jul 12, 2019	$202.00
693811	70330	SUNRUN INSTALLATION SERVICES	Jul 12, 2019	$114.00
693812	10047	MISC RECEIVABLE REFUND VENDOR	Jul 12, 2019	$130.44
693813	2714	EAST NILES COMMUNITY SERVICES	Jul 12, 2019	$2,633.02
693814	8611	VAUGHN WATER CO., INC.	Jul 12, 2019	$8,313.63
693815	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Jul 12, 2019	$14,148.08
693816	10211	BAKERSFIELD FIREMEN	Jul 12, 2019	$9,769.46
693817	10200	BAKERSFIELD FIREMEN RELIEF ASS	Jul 12, 2019	$7,802.76
693818	10203	BAKERSFIELD POLICE BENEFIT	Jul 12, 2019	$25,590.62
693819	10205	MUTUAL BENEFIT ASSOCIATION	Jul 12, 2019	$1,885.59
693820	26810	RELIASTAR LIFE INSURANCE CO	Jul 12, 2019	$1,844.79
693821	22324	SEIU LOCAL 521	Jul 12, 2019	$14,713.90
693822	19406	ACOM SOLUTIONS INC	Jul 18, 2019	$2,466.00
693823	15433	ADVANCE MOBILE SECURITY	Jul 18, 2019	$401.99
693824	81	ADVANCED DATA STORAGE INC	Jul 18, 2019	$61.25
693825	25365	AECOM TECHNICAL SERVICES INC	Jul 18, 2019	$681,443.59
693826	25074	AEP CALIFORNIA LLC	Jul 18, 2019	$8,259.09
693827	28011	AG EXPO MAGAZINE INC	Jul 18, 2019	$500.00
693828	29926	AG WELD	Jul 18, 2019	$2,685.69
693829	160	ALL THAT LETTERING SIGN COMPNY	Jul 18, 2019	$803.92
693830	28688	ALLIED UNIVERSAL SECURITY SERVICES	Jul 18, 2019	$7,165.68
693831	26713	ALTA PLANNING & DESIGN INC	Jul 18, 2019	$8,086.74
693832	987	AMERICAN FABRICATION	Jul 18, 2019	$10,714.28

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693833	26835	AMERICAN RED CROSS-HEALTH &	Jul 18, 2019	$1,638.00
693834	24686	AMERICAN TRUCK & TRAILER BODY CO	Jul 18, 2019	$113.38
693835	340	AMERIGAS	Jul 18, 2019	$113.69
693836	347	AMREP INC	Jul 18, 2019	$900.58
693837	371	ANDERSON, STEVE	Jul 18, 2019	$125.00
693838	1049	APPLIED LNG TECHNOLOGIES LLC	Jul 18, 2019	$12,594.64
693839	30339	ARCPOINT LABS OF BAKERSFIELD	Jul 18, 2019	$1,700.00
693840	16733	ATHLETICA	Jul 18, 2019	$215,041.33
693841	530	AUTHORITY FOR CA CITIES EXCES	Jul 18, 2019	$1,424,889.00
693842	25610	AUTO DAMAGE APPRAISERS	Jul 18, 2019	$120.00
693843	536	AVERY ASSOCIATES	Jul 18, 2019	$4,657.44
693844	29226	BAKERSFIELD CABINETS &WOODWORKS LLC	Jul 18, 2019	$5,000.00
693845	12135	BAKERSFIELD COLLEGE	Jul 18, 2019	$177.00
693846	10320	BAKERSFIELD HOMELESS CENTER	Jul 18, 2019	$31,407.75
693847	857	BAKERSFIELD S P C A	Jul 18, 2019	$82,240.00
693848	13424	BARNES WELDING SUPPLY	Jul 18, 2019	$961.99
693849	945	BARNETT'S TOWING SERVICE INC	Jul 18, 2019	$35.00
693850	24301	BELL, BOB	Jul 18, 2019	$125.00
693851	29350	BEST SMOG & TUNE UP	Jul 18, 2019	$59.75
693852	26982	BESTWAY LAUNDRY SOLUTIONS	Jul 18, 2019	$194.00
693853	28231	BIG BRAND TIRE & SERVICE	Jul 18, 2019	$1,923.63
693854	21172	BLACKHOLE TECHNOLOGIES INC	Jul 18, 2019	$5,587.03
693855	27808	BLANCHARD, CORY	Jul 18, 2019	$275.62
693856	29024	BLANTON, ALEX	Jul 18, 2019	$675.00
693857	28341	BOB'S AUTO GLASS INC	Jul 18, 2019	$1,404.81
693858	1175	BOBS WHOLESALE AUTO GLASS	Jul 18, 2019	$1,503.13
693859	22817	BORN AGAIN BODYWORKS	Jul 18, 2019	$3,547.27
693860	30463	BOWERS, MICHAEL	Jul 18, 2019	$125.00
693861	18341	BRADSHAW, DAVID	Jul 18, 2019	$81.17
693862	1249	BRANDCO	Jul 18, 2019	$766.41
693863	1271	BROCKS TRAILER	Jul 18, 2019	$2,234.73
693864	10267	BUDGET BOLT INC	Jul 18, 2019	$969.33
693865	23090	BURTONS FIRE INC	Jul 18, 2019	$1,510.99
693866	1477	CAL VALLEY EQUIPMENT INC	Jul 18, 2019	$6,616.67
693867	28045	CALIFORNIA ASSOCIATION OF SANI-	Jul 18, 2019	$8,355.50
693868	18347	CAROLINA SOFTWARE	Jul 18, 2019	$500.00
693869	28792	CATER, DANIEL TIMOTHY	Jul 18, 2019	$125.00
693870	16928	CECIL, JEFF	Jul 18, 2019	$320.00
693871	19922	CENTRAL CALIFORNIA POWER INC	Jul 18, 2019	$135.35
693872	17239	CENTRAL VALLEY OCCUPATIONAL INC	Jul 18, 2019	$4,921.00
693873	1888	CHAMPION HARDWARE	Jul 18, 2019	$195.31
693874	24168	CHERRY, JAMES	Jul 18, 2019	$607.50
693875	1924	CHESTER AVENUE BRAKE & SUPPLY	Jul 18, 2019	$725.90
693876	20873	CI TECHNOLOGIES INC	Jul 18, 2019	$5,524.52
693877	2016	CLARK PEST CONTROL INC	Jul 18, 2019	$48.00
693878	28114	CLAYTON, ADAM	Jul 18, 2019	$320.00
693879	21220	CLEAN ENERGY INC	Jul 18, 2019	$1,428.00
693880	29966	CODE PUBLISHING COMPANY	Jul 18, 2019	$580.00
693881	28762	COFFEY MGT LLC	Jul 18, 2019	$2,866.40
693882	25288	COMPLETE PAPERLESS SOLUTIONS	Jul 18, 2019	$26,030.00
693883	25291	CONSOLIDATED FABRICATORS CORP	Jul 18, 2019	$13,190.18
693884	2174	CONTINUING EDUCATION OF THE	Jul 18, 2019	$431.59
693885	12532	COUNTY OF KERN INFORMATION	Jul 18, 2019	$12,000.00
693886	27684	COURTHOUSE NEWS SERVICE	Jul 18, 2019	$225.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693887	18600	CSAC EXCESS INSURANCE AUTHORITY	Jul 18, 2019	$3,308.00
693888	2253	CULLIGAN WATER CONDITIONING	Jul 18, 2019	$348.35
693889	27218	CUMMINS PACIFIC LLC	Jul 18, 2019	$3,040.76
693890	25337	DAVES FLEET MAINT & TOWING INC	Jul 18, 2019	$74.00
693891	20487	DAVIS, TAMMY	Jul 18, 2019	$51.53
693892	17478	DAVISSON, KARL	Jul 18, 2019	$2,146.45
693893	26895	DE LAGE LANDEN INC	Jul 18, 2019	$599.86
693894	18889	DELE0N, BRICIO	Jul 18, 2019	$125.00
693895	11271	DEPARTMENT OF TRANSPORTATION	Jul 18, 2019	$1,786.58
693896	2613	DOUGLASS TRUCK BODIES INC	Jul 18, 2019	$213.25
693897	2627	DOWNTOWN BUSINESS ASSOCIATION	Jul 18, 2019	$130.00
693898	18544	DUANE MORRIS LLP	Jul 18, 2019	$60,000.00
693899	21215	EAVES, DR RONALD W	Jul 18, 2019	$25.00
693900	20563	EDMONDS, TOM	Jul 18, 2019	$25.00
693901	2752	ELBERT DISTRIBUTING	Jul 18, 2019	$34.05
693902	29246	EMPHASOURCE	Jul 18, 2019	$2,227.79
693903	2811	ENTENMANN ROVIN CO	Jul 18, 2019	$810.02
693904	23720	ERNEST PACKING SOLUTIONS INC	Jul 18, 2019	$1,518.21
693905	16624	FASTENAL COMPANY	Jul 18, 2019	$1,328.11
693906	2901	FEDEX	Jul 18, 2019	$47.06
693907	20239	FINNEY, JOSHUA	Jul 18, 2019	$419.00
693908	28511	FIRST ADVANTAGE BACKGROUND	Jul 18, 2019	$68.58
693909	19657	FIRST CHOICE SERVICES INC	Jul 18, 2019	$32.95
693910	25339	FLEET SERVICES TOWING INC	Jul 18, 2019	$74.00
693911	29666	FLORES, OMAR D JR	Jul 18, 2019	$125.00
693912	22966	FORENSIC NURSE SPECIALISTS INC	Jul 18, 2019	$13,050.00
693913	3090	FRANK J ZAMBONI & CO INC	Jul 18, 2019	$603.77
693914	28064	GENERAL TREE SERVICE INC	Jul 18, 2019	$16,773.00
693915	23693	GEOGRAPHIC TECHNOLOGIES GROUP	Jul 18, 2019	$1,890.00
693916	13174	GEORGE, MIKE	Jul 18, 2019	$25.00
693917	14923	GOLDEN EMPIRE AFFORDABLE HOUSING	Jul 18, 2019	$136,560.64
693918	3403	GOLDEN STATE PETERBILT	Jul 18, 2019	$1,863.26
693919	26070	GOMEZ, PEDRO	Jul 18, 2019	$115.54
693921	3427	GRAINGER INC, W W	Jul 18, 2019	$1,881.53
693922	3450	GRANITE CONSTRUCTION INC	Jul 18, 2019	$1,710,918.88
693923	28263	GREEN GRASS LAWN CARE	Jul 18, 2019	$250.00
693924	24247	GREGS PETROLEUM SERVICES INC	Jul 18, 2019	$3,979.95
693925	3511	GRIFFITH COMPANY INC	Jul 18, 2019	$960,110.93
693926	26383	GRIMES, JEFF	Jul 18, 2019	$125.00
693927	12439	GUNDLACHS INC	Jul 18, 2019	$4,336.06
693928	24139	GUTIERREZ TIRE & WHEEL INC	Jul 18, 2019	$296.14
693929	3569	H & S BODY WORKS & TOWING	Jul 18, 2019	$9,702.77
693930	30000	H&H AUTO PARTS WHOLESALE	Jul 18, 2019	$734.07
693931	3660	HARBOR FREIGHT TOOLS	Jul 18, 2019	$75.76
693932	29915	HERWALDT MOTORSPORTS	Jul 18, 2019	$219.32
693933	30391	HOME DEPOT PRO	Jul 18, 2019	$3,265.21
693934	3929	HYDRAULIC CONTROLS INC	Jul 18, 2019	$954.25
693935	27898	IES ENGINEERING	Jul 18, 2019	$1,877.22
693936	28894	JAMAR, TREY	Jul 18, 2019	$675.00
693937	30449	JOHNSON, MARSHALL	Jul 18, 2019	$84.00
693938	4550	K C S O S	Jul 18, 2019	$607.40
693939	19936	KERN COUNTY ENVIRONMENTAL HEALTH	Jul 18, 2019	$19,963.76
693940	12447	KERN COUNTY PUBLIC SERVICES BLDING	Jul 18, 2019	$18.92
693941	4529	KERN COUNTY PUBLIC WORKS	Jul 18, 2019	$147,177.28

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
693942	4577	KERN DELTA WATER DIST	Jul 18, 2019	$1,817.55
693943	4583	KERN ECONOMIC DEVELOPMENT CORP	Jul 18, 2019	$1,250.00
693944	7492	KERN MACHINERY INC	Jul 18, 2019	$2,147.96
693945	4677	KERN REFUSE DISPOSAL, INC	Jul 18, 2019	$5,900.00
693946	4680	KERN RIVER POWER EQUIPMENT INC	Jul 18, 2019	$2,345.89
693947	4701	KERN SPRINKLER LANDSCAPING INC	Jul 18, 2019	$793.00
693948	4861	KISCO SALES INC	Jul 18, 2019	$288.77
693949	4277	KME FIRE APPARATUS	Jul 18, 2019	$459.72
693950	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Jul 18, 2019	$315.35
693951	22258	KOMAN, LARRY	Jul 18, 2019	$125.00
693952	21960	KOPPEL & GRUBER INC	Jul 18, 2019	$2,492.50
693953	4944	KWIK SIGNS INC	Jul 18, 2019	$417.42
693954	14219	L A GRINDING INC	Jul 18, 2019	$90.00
693955	28580	LANGUAGE TESTING INTERNATIONAL, INC	Jul 18, 2019	$119.00
693956	30135	LEE ANDREWS GROUP	Jul 18, 2019	$1,499.68
693957	22408	LEHR AUTO ELECTRIC	Jul 18, 2019	$256.15
693958	20443	LEON, RICARDO	Jul 18, 2019	$125.00
693959	25044	LEXISNEXIS RISK SOLUTIONS INC	Jul 18, 2019	$961.20
693960	23942	LINEAR SYSTEMS INC	Jul 18, 2019	$13,439.04
693961	19345	LOMAS, BARBARA	Jul 18, 2019	$75.00
693962	29708	LUCAS, KELLY	Jul 18, 2019	$125.00
693963	18492	M & S SECURITY SERVICES	Jul 18, 2019	$1,647.00
693964	23093	MAINTSTAR INC	Jul 18, 2019	$36,521.17
693965	29664	MANZO, CRISTIAN	Jul 18, 2019	$125.00
693966	5262	MARTIN, LYLE	Jul 18, 2019	$66.00
693967	26038	MD CONCRETE CUTTING & DEMO	Jul 18, 2019	$10,700.00
693968	20156	MEAD & HUNT INC	Jul 18, 2019	$18,550.98
693969	28760	MEDIWASTE DISPOSAL LLC	Jul 18, 2019	$602.00
693970	25190	MEMORIAL OCCUPATIONAL MEDICINE	Jul 18, 2019	$2,523.00
693971	7064	MERCHANTS PRINTING & ENVELOPE	Jul 18, 2019	$1,931.79
693972	14119	METRO RECORD STORAGE INC	Jul 18, 2019	$56.25
693973	18520	METROPOLITAN RECYCLING LLC	Jul 18, 2019	$16,840.22
693974	19252	MEYER CIVIL ENGINEERING INC	Jul 18, 2019	$24,865.90
693976	1316	MICHELIN NORTH AMERICA INC	Jul 18, 2019	$24,705.39
693977	5510	MID TERM INC	Jul 18, 2019	$90.54
693978	27634	MID VALLEY PUBLISHING	Jul 18, 2019	$308.00
693979	5547	MINUTEMAN PRESS	Jul 18, 2019	$77.08
693980	5688	MOTION INDUSTRIES INC	Jul 18, 2019	$1,681.91
693981	5687	MOTOR CITY SALES & SERVICE	Jul 18, 2019	$297.69
693982	29249	MOTOR VEHICLE NETWORK	Jul 18, 2019	$812.00
693983	19702	MULLENS, JIMMY	Jul 18, 2019	$449.99
693984	5790	MUXLOW CONSTRUCTION	Jul 18, 2019	$3,500.00
693985	30091	NAPA TRUCK & TRAILER	Jul 18, 2019	$1,033.76
693986	26356	NICKS, DARRELL	Jul 18, 2019	$102.81
693987	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Jul 18, 2019	$16,448.00
693988	5923	NORTH KERN WATER STORAGE DIST	Jul 18, 2019	$1,650.00
693989	24279	O'REILLY AUTO PARTS	Jul 18, 2019	$434.20
693990	264	OFFICE DEPOT BUSINESS SERVICES	Jul 18, 2019	$53.03
693991	10361	OPEN & SHUT ENTERPRISES	Jul 18, 2019	$85.00
693992	6025	ORR SAFETY	Jul 18, 2019	$2,569.80
693993	22301	OVERLAND PACIFIC & CUTLER INC	Jul 18, 2019	$4,815.00
693994	29655	P & A ADMINISTRATION SERVICES INC	Jul 18, 2019	$653.85
693995	23579	PACIFIC WEST CONTROLS INC	Jul 18, 2019	$183,000.00
693996	25076	PAPE KENWORTH	Jul 18, 2019	$373.03

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693997	13209	PARKHOUSE TIRE INC	Jul 18, 2019	$3,048.79
693998	24029	PAYLESS TOWING	Jul 18, 2019	$37.00
693999	6211	PAYNE, MICHAEL	Jul 18, 2019	$125.00
694000	25270	PENINSULA MESSENGER INC	Jul 18, 2019	$360.36
694001	6263	PENSINGER TRAILER RENTALS	Jul 18, 2019	$58.35
694002	11272	PEOPLE FACTS LLC	Jul 18, 2019	$21.67
694003	29384	PETERSON PACIFIC CORPORATION	Jul 18, 2019	$2,482.70
694004	29637	PINNACLE PETROLEUM INC	Jul 18, 2019	$45,611.01
694005	28405	PRATT, CHARLES	Jul 18, 2019	$2,860.00
694006	178	PRAXAIR DISTRIBUTION INC	Jul 18, 2019	$169.16
694007	26386	QUINN COMPANY INC - EQ	Jul 18, 2019	$151,742.14
694008	25313	R & A UPHOLSTERY	Jul 18, 2019	$740.00
694009	20713	RANDY'S TOWING LLC	Jul 18, 2019	$297.50
694010	3249	RAY GASKIN SERVICE INC	Jul 18, 2019	$1,372.11
694011	6682	RAYMONDS TROPHY AND AWARDS	Jul 18, 2019	$30.90
694012	28480	READY REFRESH	Jul 18, 2019	$651.05
694013	30460	REDFLEX TRAFFIC SYSTEMS INC	Jul 18, 2019	$62,247.04
694014	29962	ROMERO, RYAN	Jul 18, 2019	$125.00
694015	29099	ROTATIONAL MOLDING INC	Jul 18, 2019	$28,481.24
694016	6915	ROUND-UP FEED AND PET SUPPLY	Jul 18, 2019	$84.68
694017	23185	RUBIO, ROSA MARIA	Jul 18, 2019	$125.00
694018	28803	RUDNICK, OSCAR	Jul 18, 2019	$75.00
694019	6953	S & S WORLDWIDE INC	Jul 18, 2019	$75.76
694020	29064	SAMANO, BENJAMIN	Jul 18, 2019	$43.29
694021	27361	SC FUELS	Jul 18, 2019	$34,309.76
694022	29743	SCHELLENBERG, KYLE	Jul 18, 2019	$125.00
694023	21489	SCP DISTRIBUTORS LLC	Jul 18, 2019	$487.53
694024	22839	SECURITY PAVING CO, INC	Jul 18, 2019	$1,854,984.08
694025	29873	SELF HELP ENTERPRISES	Jul 18, 2019	$189,671.98
694026	25246	SIGLER INC	Jul 18, 2019	$443.41
694027	16913	SKARPHOL ASSOCIATES	Jul 18, 2019	$4,697.44
694028	27835	SKIDMORE, RYAN	Jul 18, 2019	$59.99
694029	18005	SLATER PLUMBING & MECHANICAL	Jul 18, 2019	$276.48
694030	7434	SMART & FINAL IRIS COMPANY	Jul 18, 2019	$972.56
694031	23607	SMITH TRAVEL RESEARCH	Jul 18, 2019	$2,200.00
694032	11566	SOIL CONTROL LAB INC	Jul 18, 2019	$484.00
694033	29897	SOLUTIONS	Jul 18, 2019	$6,858.83
694034	11907	SPARKLETTS/SIERRA SPRINGS	Jul 18, 2019	$342.34
694035	30464	STATE FARM AS SUBROGEE OF	Jul 18, 2019	$5,504.04
694036	12223	STURGEON, TED	Jul 18, 2019	$97.37
694037	7764	SWANA	Jul 18, 2019	$298.00
694038	24575	SWANK MOTION PICTURES INC	Jul 18, 2019	$528.00
694039	26369	T Y LIN INTERNATIONAL INC	Jul 18, 2019	$28,790.27
694040	25853	TAGRS LLC	Jul 18, 2019	$1,740.00
694041	21158	TARGET SPECIALTY PRODUCTS	Jul 18, 2019	$662.87
694042	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Jul 18, 2019	$1,042.39
694043	27973	TEMPEST INTERACTIVE MEDIA LLC	Jul 18, 2019	$200.00
694044	19961	THE HON COMPANY-C/O STINSONS	Jul 18, 2019	$748.81
694045	14693	THE LIFEGUARD STORE	Jul 18, 2019	$44.82
694046	12235	TOO FAT SANDWICHES	Jul 18, 2019	$21.44
694047	24948	TORRES, ABEL JR	Jul 18, 2019	$125.00
694048	16011	TRAINING INNOVATIONS INC	Jul 18, 2019	$750.00
694049	21369	TRANS-WEST SECURITY INC	Jul 18, 2019	$3,796.22
694050	70200	TRINITY SAFETY CO	Jul 18, 2019	$173.20

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694051	20359	TURF STAR INC	Jul 18, 2019	$756.83
694052	96	TYACK TIRES INC	Jul 18, 2019	$944.77
694053	30466	U S LEGAL SUPPORT	Jul 18, 2019	$414.52
694054	15212	U.S. BEHAVIORAL HEALTH PLAN	Jul 18, 2019	$1,172.00
694055	10428	UNITED REFRIGERATION INC	Jul 18, 2019	$4,006.73
694056	12460	UNITED RENTALS NORTH AMERICA INC	Jul 18, 2019	$103.41
694057	10202	UNITED WAY OF KERN COUNTY	Jul 18, 2019	$67,388.00
694058	26780	UNIVERSAL BACKGROUND SCREENING INC	Jul 18, 2019	$1,357.60
694059	26060	VANGUARD CLEANING SYSTEMS INC	Jul 18, 2019	$466.75
694060	5158	W M LYLES COMPANY	Jul 18, 2019	$129,308.40
694061	25957	WADE, PATRICK	Jul 18, 2019	$100.00
694062	29260	WAHL, THOMAS	Jul 18, 2019	$320.00
694063	26447	WESTCOAST HYDRAULICS	Jul 18, 2019	$403.67
694064	20165	WILLDAN ENGINEERING	Jul 18, 2019	$792.00
694065	29642	WSP USA INC	Jul 18, 2019	$7,104.95
694066	537	A T & T	Jul 18, 2019	$1,154.56
694067	18484	A T & T	Jul 18, 2019	$9,174.87
694071	78	ADVANCED DISTRIBUTION CO	Jul 18, 2019	$11,536.23
694072	12516	AIMS	Jul 18, 2019	$7,989.50
694075	8530	AMERIPRIDE UNIFORM SERVICES	Jul 18, 2019	$2,410.10
694076	10320	BAKERSFIELD HOMELESS CENTER	Jul 18, 2019	$19,710.87
694077	10320	BAKERSFIELD HOMELESS CENTER	Jul 18, 2019	$81,520.39
694079	857	BAKERSFIELD S P C A	Jul 18, 2019	$9,768.33
694081	875	BAKERSFIELD TRUCK CENTER	Jul 18, 2019	$2,182.32
694082	10351	BOWMAN ASPHALT	Jul 18, 2019	$20,576.82
694083	10351	BOWMAN ASPHALT	Jul 18, 2019	$382,906.50
694084	10623	CALIFORNIA DEPARTMENT OF TAX AND	Jul 18, 2019	$3,179.32
694088	1696	CALIFORNIA WATER SERVICE	Jul 18, 2019	$122,215.28
694089	1944	CHICAGO TITLE COMPANY INC	Jul 18, 2019	$60,000.00
694090	11937	CITY OF BAKERSFIELD	Jul 18, 2019	$482.00
694091	4433	COUNTY OF KERN ENVIRONMENTAL	Jul 18, 2019	$11,280.48
694092	4433	COUNTY OF KERN ENVIRONMENTAL	Jul 18, 2019	$2,878.40
694093	2469	DEPARTMENT OF JUSTICE	Jul 18, 2019	$224.00
694094	2469	DEPARTMENT OF JUSTICE	Jul 18, 2019	$1,876.98
694095	2469	DEPARTMENT OF JUSTICE	Jul 18, 2019	$192.00
694096	2469	DEPARTMENT OF JUSTICE	Jul 18, 2019	$196.00
694098	3488	GREENFIELD COUNTY WATER DIST	Jul 18, 2019	$1,298.66
694100	7933	HOME DEPOT	Jul 18, 2019	$2,063.16
694101	17179	IAEI SOUTHWESTERN SECTION	Jul 18, 2019	$450.00
694102	4503	KERN COUNTY FAIR	Jul 18, 2019	$1,500.00
694104	4740	KERN TURF SUPPLY	Jul 18, 2019	$5,225.36
694106	15624	LOWE'S HOME IMPROVEMENT	Jul 18, 2019	$1,439.59
694107	18230	OILDALE MUTUAL WATER COMPANY	Jul 18, 2019	$44.59
694108	7096	SJVAPCD	Jul 18, 2019	$93.00
694109	7509	SOCALGAS	Jul 18, 2019	$265.88
694110	7509	SOCALGAS	Jul 18, 2019	$51.78
694111	30312	T-MOBILE	Jul 18, 2019	$24.76
694112	20476	US COMPOSTING COUNCIL	Jul 18, 2019	$415.00
694113	26621	US POSTAL SERVICE (NEOPOST)	Jul 18, 2019	$50,000.00
694114	8611	VAUGHN WATER CO., INC.	Jul 18, 2019	$52.54
694115	30287	WEX BANK	Jul 18, 2019	$3,565.06
694116	30002	MEDICAL EYE SERVICE COMPANY	Jul 18, 2019	$5,074.38
694117	26810	RELIASTAR LIFE INSURANCE CO	Jul 18, 2019	$3,752.79
694118	30027	U S BANK - PARS #6746022400	Jul 18, 2019	$9,028.32

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694119	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Jul 18, 2019	$49,761.70
694120	30020	UNUM	Jul 18, 2019	$5,035.53
694121	10047	MISC RECEIVABLE REFUND VENDOR	Jul 19, 2019	$11,901.00
694122	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$256.86
694123	70137	BAKERSFIELD BREAKFAST ROTARY	Jul 19, 2019	$500.00
694124	10047	MISC RECEIVABLE REFUND VENDOR	Jul 19, 2019	$151.45
694125	30465	BRIDGEPORT TRUCK MANUFACTURING - EQ	Jul 19, 2019	$107,442.29
694126	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$200.00
694127	1694	CALIFORNIA WATER SERVICE	Jul 19, 2019	$7,698.47
694128	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$9.00
694129	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$15.00
694130	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$172.21
694131	25660	HORIZON WATER & ENVIRONMENT LLC	Jul 19, 2019	$30,659.96
694132	4550	K C S O S	Jul 19, 2019	$1,669,578.71
694133	4435	KERN COUNTY CLERKS	Jul 19, 2019	$200.00
694134	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$240.48
694135	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$238.73
694136	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$234.14
694137	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$67.76
694138	10114	O'DONLEY, LONI	Jul 19, 2019	$65.00
694139	29655	P & A ADMINISTRATION SERVICES INC	Jul 19, 2019	$231.25
694140	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$200.00
694141	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$30.00
694142	29088	TODD GROUNDWATER	Jul 19, 2019	$48,010.08
694143	10037	MISCELLANEOUS TRUST VENDOR	Jul 19, 2019	$67.76
694144	14088	PACIFIC GAS & ELECTRIC	Jul 19, 2019	$53.87
694148	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 19, 2019	$294,035.89
694149	30473	LAZARO SALAZAR LAW INC	Jul 23, 2019	$0.00
694150	30473	LAZARO SALAZAR LAW INC	Jul 23, 2019	$400,000.00
694151	65	ACCO CABLE SPLICING	Jul 25, 2019	$1,147.45
694152	21748	ACCO ENGINEERED SYSTEMS	Jul 25, 2019	$87,817.00
694153	24462	ALIANZA RECYCLING & RECOVERY LLC	Jul 25, 2019	$202.75
694154	29450	ALL AMERICAN UNIFORMS LLC	Jul 25, 2019	$15,920.98
694155	160	ALL THAT LETTERING SIGN COMPNY	Jul 25, 2019	$1,348.47
694156	29956	ALLIED NETWORK SOLUTIONS INC	Jul 25, 2019	$2,288.30
694157	22907	ALONSO, OSCAR	Jul 25, 2019	$514.00
694158	23585	ALPHA & OMEGA SHUTTER INSTALL	Jul 25, 2019	$1,515.50
694159	347	AMREP INC	Jul 25, 2019	$10,064.87
694160	30481	ANDRIESE, JEFFREY JONATHAN	Jul 25, 2019	$251.00
694161	1049	APPLIED LNG TECHNOLOGIES LLC	Jul 25, 2019	$5,191.66
694162	30102	ARMAGOST, PETER	Jul 25, 2019	$214.00
694163	27014	ARRUEJO, JESUS	Jul 25, 2019	$117.71
694164	523	ATCO INTERNATIONAL	Jul 25, 2019	$853.55
694165	29280	AWOG SYSTEMS LLC	Jul 25, 2019	$1,239.00
694166	25940	BACA, ANTHONY	Jul 25, 2019	$336.00
694167	675	BAKERSFIELD CALIFORNIAN	Jul 25, 2019	$2,738.42
694168	971	BAKERSFIELD PLUMBING CO INC	Jul 25, 2019	$3,313.00
694169	841	BAKERSFIELD RUBBER STAMP CO	Jul 25, 2019	$30.09
694170	875	BAKERSFIELD TRUCK CENTER	Jul 25, 2019	$43.36
694171	557	BARC	Jul 25, 2019	$15,544.30
694172	13424	BARNES WELDING SUPPLY	Jul 25, 2019	$15.62
694173	27805	BEESON, TYLER	Jul 25, 2019	$1,194.00
694174	30446	BERNAL, ALEX	Jul 25, 2019	$315.00
694175	28231	BIG BRAND TIRE & SERVICE	Jul 25, 2019	$667.78

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694176	23444	BILLINGSLEY, MATTHEW	Jul 25, 2019	$67.00
694177	29237	BLACK, JOHNNY	Jul 25, 2019	$147.00
694178	21172	BLACKHOLE TECHNOLOGIES INC	Jul 25, 2019	$400.88
694179	28341	BOB'S AUTO GLASS INC	Jul 25, 2019	$241.74
694180	28586	BONILLA, NATHANIEL	Jul 25, 2019	$81.20
694181	18692	BOUND TREE MEDICAL LLC	Jul 25, 2019	$1,649.75
694182	10351	BOWMAN ASPHALT	Jul 25, 2019	$223,145.93
694183	19303	BRIGHT HOUSE NETWORKS	Jul 25, 2019	$309.25
694184	1271	BROCKS TRAILER	Jul 25, 2019	$3,813.48
694185	1292	BROWN ARMSTRONG	Jul 25, 2019	$21,600.00
694186	10267	BUDGET BOLT INC	Jul 25, 2019	$249.52
694187	1359	BUDS BRAKE & WHEEL PARTS	Jul 25, 2019	$156.00
694188	29802	BULLOCK, JACQUELINE	Jul 25, 2019	$168.00
694189	22565	BURTCH CONSTRUCTION INC	Jul 25, 2019	$67,832.49
694190	12549	C C A S A	Jul 25, 2019	$3,400.00
694191	27941	CAL PRIME INC	Jul 25, 2019	$34,063.18
694192	23736	CALIFORNIA EMINENT DOMAIN LAW GROUP	Jul 25, 2019	$6,461.76
694193	1700	CALIFORNIA WATER SERVICE	Jul 25, 2019	$13,744.41
694194	1695	CALIFORNIA WATER SERVICE CO	Jul 25, 2019	$108,528.00
694195	29025	CATER, JASON	Jul 25, 2019	$66.00
694196	11466	CCAC - CITY CLEARKS ASSOC OF CALI	Jul 25, 2019	$50.00
694197	17239	CENTRAL VALLEY OCCUPATIONAL INC	Jul 25, 2019	$4,833.00
694198	30479	CERVANTES, DANIEL	Jul 25, 2019	$297.00
694199	1888	CHAMPION HARDWARE	Jul 25, 2019	$525.44
694200	23786	CHART INDUSTRIES	Jul 25, 2019	$962.90
694201	21220	CLEAN ENERGY INC	Jul 25, 2019	$1,394.68
694202	2050	CLIFFORD & BROWN	Jul 25, 2019	$17,535.50
694203	801	CLIFFORD & BROWN TRUST	Jul 25, 2019	$11,616.58
694204	28762	COFFEY MGT LLC	Jul 25, 2019	$303.30
694205	27509	CONTRERAS, ANGEL	Jul 25, 2019	$252.00
694207	30139	CTOS CALIFORNIA LLC	Jul 25, 2019	$199.75
694208	30480	DADIAN, NEIL	Jul 25, 2019	$389.00
694209	4140	DAVID JANES COMPANY	Jul 25, 2019	$221.51
694210	17478	DAVISSON, KARL	Jul 25, 2019	$140.36
694211	13970	DELL MARKETING L P	Jul 25, 2019	$55,095.94
694212	29256	DEWITZ, JEFF	Jul 25, 2019	$315.00
694213	14723	DONNOE & ASSOCIATES INC	Jul 25, 2019	$2,260.00
694214	29079	DPREP INC	Jul 25, 2019	$4,000.00
694215	27412	DRIMAKIS, JULIE	Jul 25, 2019	$119.82
694216	30210	E Z GO A TEXTRON COMPANY	Jul 25, 2019	$224.92
694217	28725	ELITE SIGNS AND PROMOTIONS	Jul 25, 2019	$95.00
694218	11861	ES ENGINEERING SERVICES INC	Jul 25, 2019	$6,370.33
694219	16624	FASTENAL COMPANY	Jul 25, 2019	$409.59
694220	2901	FEDEX	Jul 25, 2019	$21.77
694221	2928	FIDLER, KEVIN	Jul 25, 2019	$1,031.00
694222	19657	FIRST CHOICE SERVICES INC	Jul 25, 2019	$42.72
694223	2981	FIVE DOGS ACTION CLUB INC	Jul 25, 2019	$915.00
694224	30306	FORENSIC ANAYTICAL CONSULTING SERV	Jul 25, 2019	$5,400.00
694225	29238	FOX, PERRY	Jul 25, 2019	$399.00
694226	3358	GILLIAM & SONS INC	Jul 25, 2019	$16,814.26
694227	14923	GOLDEN EMPIRE AFFORDABLE HOUSING	Jul 25, 2019	$115,342.31
694228	3403	GOLDEN STATE PETERBILT	Jul 25, 2019	$805.49
694229	3452	GRAYBAR ELECTRIC COMPANY	Jul 25, 2019	$2,850.92
694230	24247	GREGS PETROLEUM SERVICES INC	Jul 25, 2019	$2,002.51

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694231	24693	GRUBBS, JOSH	Jul 25, 2019	$147.00
694232	24139	GUTIERREZ TIRE & WHEEL INC	Jul 25, 2019	$2,347.73
694233	30000	H&H AUTO PARTS WHOLESALE	Jul 25, 2019	$709.90
694234	3579	HACH COMPANY	Jul 25, 2019	$1,122.95
694235	162	HADDAD DODGE	Jul 25, 2019	$661.69
694236	3593	HALL LETTER SHOP	Jul 25, 2019	$648.40
694237	3660	HARBOR FREIGHT TOOLS	Jul 25, 2019	$24.87
694238	29915	HERWALDT MOTORSPORTS	Jul 25, 2019	$247.29
694239	18263	HUB CONSTRUCTION SPECIALTIES INC	Jul 25, 2019	$2,925.27
694240	30482	HYATT CENTRIC SANTA BARBARA	Jul 25, 2019	$1,017.33
694241	30482	HYATT CENTRIC SANTA BARBARA	Jul 25, 2019	$1,017.33
694242	18826	INSTRUMENT TECHNOLOGY CORP	Jul 25, 2019	$2,450.26
694243	28140	IVES TRAINING COMPLIANCE GROUP	Jul 25, 2019	$5,390.00
694244	24099	J GARCIA TRUCKING INC	Jul 25, 2019	$2,700.00
694245	28396	JOHNS, VICTORIA	Jul 25, 2019	$1,364.00
694246	4243	JORGENSEN & CO	Jul 25, 2019	$378.69
694247	28989	K & I SERVICES INC	Jul 25, 2019	$2,831.00
694248	19554	K & R TOWING	Jul 25, 2019	$250.00
694249	4439	KERN COUNTY WASTE MANAGEMENT	Jul 25, 2019	$111,164.32
694250	7492	KERN MACHINERY INC	Jul 25, 2019	$946.71
694251	4680	KERN RIVER POWER EQUIPMENT INC	Jul 25, 2019	$233.79
694252	4740	KERN TURF SUPPLY	Jul 25, 2019	$7,862.02
694253	4790	KGET TV	Jul 25, 2019	$7,562.50
694254	4861	KISCO SALES INC	Jul 25, 2019	$18.46
694255	25309	LANGO, PETER M	Jul 25, 2019	$168.00
694256	29268	LAWSON PRODUCTS INC	Jul 25, 2019	$1,136.85
694257	22408	LEHR AUTO ELECTRIC	Jul 25, 2019	$197.80
694258	30408	LESAR DEVELOPMENT CONSULTANTS	Jul 25, 2019	$16,655.78
694259	1030	LEXISNEXIS MATTHEW BENDER	Jul 25, 2019	$782.07
694260	5133	LOOP ELECTRIC INC	Jul 25, 2019	$7,810.00
694261	29749	LOPEZ, MICHAEL	Jul 25, 2019	$84.00
694262	30321	MANNING, JUSTIN	Jul 25, 2019	$168.00
694263	24035	MARTINEZ, GERARDO	Jul 25, 2019	$125.00
694264	16016	MCINTOSH & ASSOCIATES	Jul 25, 2019	$22,876.00
694265	18731	MCPC	Jul 25, 2019	$10,011.76
694266	7064	MERCHANTS PRINTING & ENVELOPE	Jul 25, 2019	$148.50
694267	19252	MEYER CIVIL ENGINEERING INC	Jul 25, 2019	$9,859.00
694268	30462	MIDSTATE SHEETMETAL INC	Jul 25, 2019	$2,450.00
694269	5547	MINUTEMAN PRESS	Jul 25, 2019	$457.09
694270	28439	MISAC	Jul 25, 2019	$1,650.00
694271	26625	MOORE, MALCOLM	Jul 25, 2019	$214.00
694272	5688	MOTION INDUSTRIES INC	Jul 25, 2019	$1,197.70
694273	885	MSC INDUSTRIAL SUPPLY CO INC	Jul 25, 2019	$97.90
694274	29828	MT POSO COGENERATION COMPANY LLC	Jul 25, 2019	$1,050.00
694275	27379	MUNICIPAL EMERGENCY SERVICES	Jul 25, 2019	$1,232.04
694276	29814	NATIONAL COMMUNITY DEVELOPMENT ASSO	Jul 25, 2019	$1,300.00
694277	3910	O'CONNOR PEST CONTROL	Jul 25, 2019	$295.00
694278	24279	O'REILLY AUTO PARTS	Jul 25, 2019	$443.47
694279	264	OFFICE DEPOT BUSINESS SERVICES	Jul 25, 2019	$49.51
694280	10361	OPEN & SHUT ENTERPRISES	Jul 25, 2019	$1,690.00
694281	6448	P T O SALES CORP / TRUCKPRO LLC	Jul 25, 2019	$254.43
694282	18041	PANNU, BIK	Jul 25, 2019	$138.91
694283	24029	PAYLESS TOWING	Jul 25, 2019	$185.00
694284	20713	RANDY'S TOWING LLC	Jul 25, 2019	$190.00

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694285	6682	RAYMONDS TROPHY AND AWARDS	Jul 25, 2019	$31.12
694286	28480	READY REFRESH	Jul 25, 2019	$147.84
694287	25501	RECORDER CHARTS & PENS INC	Jul 25, 2019	$761.15
694288	6727	REFRIGERATION SUPPLIES DIST. INC	Jul 25, 2019	$1,627.08
694289	29257	RIVERA, FRANCISCO	Jul 25, 2019	$504.00
694290	26724	RODRIGUEZ, EDGAR	Jul 25, 2019	$125.00
694291	29099	ROTATIONAL MOLDING INC	Jul 25, 2019	$15,149.59
694292	6915	ROUND-UP FEED AND PET SUPPLY	Jul 25, 2019	$220.89
694293	28006	SACKETT, SOLOMON	Jul 25, 2019	$125.00
694294	30468	SAFETYDOG TRAINING	Jul 25, 2019	$7,023.27
694295	27205	SALCIDO, DANIEL	Jul 25, 2019	$273.00
694296	12665	SAN JOAQUIN FENCE & SUPPLY	Jul 25, 2019	$537.00
694297	27361	SC FUELS	Jul 25, 2019	$16,574.83
694298	22839	SECURITY PAVING CO, INC	Jul 25, 2019	$2,495,580.55
694299	28253	SERVPRO OF NW BAKERSFIELD	Jul 25, 2019	$816.93
694300	28327	SJE	Jul 25, 2019	$15,030.00
694301	21467	SLAYTON, RACE	Jul 25, 2019	$125.00
694302	7434	SMART & FINAL IRIS COMPANY	Jul 25, 2019	$392.98
694303	11566	SOIL CONTROL LAB INC	Jul 25, 2019	$1,452.00
694304	22580	SOLARWINDS INC	Jul 25, 2019	$902.00
694305	23456	SORENSON,VERNON MD INC	Jul 25, 2019	$1,313.00
694306	25502	SPARTAN TRUCK CO INC	Jul 25, 2019	$1,151.09
694307	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jul 25, 2019	$57.52
694308	25604	STAY GREEN INC	Jul 25, 2019	$1,200.00
694309	24575	SWANK MOTION PICTURES INC	Jul 25, 2019	$528.00
694310	28163	SWITZER, PHILIP	Jul 25, 2019	$546.00
694311	30360	SYNAGRO WWT INC	Jul 25, 2019	$11,009.55
694312	26369	T Y LIN INTERNATIONAL INC	Jul 25, 2019	$24,225.53
694313	28832	T-MOBILE USA	Jul 25, 2019	$714.00
694314	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Jul 25, 2019	$267.85
694315	19961	THE HON COMPANY-C/O STINSONS	Jul 25, 2019	$1,612.06
694316	30440	THOMPSON, MICHAEL	Jul 25, 2019	$138.62
694317	21369	TRANS-WEST SECURITY INC	Jul 25, 2019	$2,391.30
694318	70200	TRINITY SAFETY CO	Jul 25, 2019	$632.50
694319	96	TYACK TIRES INC	Jul 25, 2019	$492.48
694320	10428	UNITED REFRIGERATION INC	Jul 25, 2019	$174.63
694321	13920	UNITED SITE SERVICES OF CA INC	Jul 25, 2019	$137.45
694322	8391	URNERS APPLIANCE CENTER	Jul 25, 2019	$1,162.61
694323	8520	VALLEY POWER SYSTEMS, INC	Jul 25, 2019	$1,886.95
694324	1286	VBI PAINTING	Jul 25, 2019	$3,045.72
694325	8655	VITAL SIGNS	Jul 25, 2019	$880.12
694326	30478	WALTZ, RANDALL ROBERT	Jul 25, 2019	$870.00
694327	19776	WEST PAYMENT CENTER	Jul 25, 2019	$2,563.62
694328	26447	WESTCOAST HYDRAULICS	Jul 25, 2019	$2,438.59
694329	21212	WHITE CAP CONSTRUCTION SUPPLY	Jul 25, 2019	$1,248.56
694330	17690	ZONES	Jul 25, 2019	$2,331.70
694331	25815	1 800 RADIATOR & A/C INC	Jul 25, 2019	$135.31
694332	537	A T & T	Jul 25, 2019	$2,327.24
694333	537	A T & T	Jul 25, 2019	$783.44
694335	78	ADVANCED DISTRIBUTION CO	Jul 25, 2019	$4,344.97
694336	12516	AIMS	Jul 25, 2019	$850.50
694338	23588	ALUMINUM CHUCK WAGON	Jul 25, 2019	$13,376.15
694341	8530	AMERIPRIDE UNIFORM SERVICES	Jul 25, 2019	$6,241.35
694342	10199	BAKERSFIELD CITY EMPLOYEE	Jul 25, 2019	$2,709.50

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694343	10320	BAKERSFIELD HOMELESS CENTER	Jul 25, 2019	$16,878.00
694347	1696	CALIFORNIA WATER SERVICE	Jul 25, 2019	$43,463.78
694348	11937	CITY OF BAKERSFIELD	Jul 25, 2019	$2,160.00
694349	11937	CITY OF BAKERSFIELD	Jul 25, 2019	$592.20
694350	11937	CITY OF BAKERSFIELD	Jul 25, 2019	$2,631.89
694352	2050	CLIFFORD & BROWN	Jul 25, 2019	$4,764.72
694353	2050	CLIFFORD & BROWN	Jul 25, 2019	$17,500.00
694354	22670	CROSSTOWN ELECTRICAL & DATA	Jul 25, 2019	$16,723.80
694355	1436	CRPOA	Jul 25, 2019	$576.00
694356	30476	DUNN, KATHRYN	Jul 25, 2019	$363.00
694358	3427	GRAINGER INC, W W	Jul 25, 2019	$3,265.16
694363	7933	HOME DEPOT	Jul 25, 2019	$3,878.65
694364	30474	HUERTA, LAURA	Jul 25, 2019	$363.00
694367	4740	KERN TURF SUPPLY	Jul 25, 2019	$4,415.32
694371	15624	LOWE'S HOME IMPROVEMENT	Jul 25, 2019	$2,845.04
694372	12627	MARDEROSIAN & COHEN	Jul 25, 2019	$80,000.00
694374	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 25, 2019	$188,014.59
694377	6376	PIONEER PAINT	Jul 25, 2019	$9,901.54
694378	21782	SGS TESTCOM	Jul 25, 2019	$13.01
694379	7096	SJVAPCD	Jul 25, 2019	$76.76
694380	26853	SOCAL FPO	Jul 25, 2019	$55.00
694381	7509	SOCALGAS	Jul 25, 2019	$19.49
694382	17986	SPRINT/NEXTEL COMMUNICATIONS	Jul 25, 2019	$96.76
694383	17986	SPRINT/NEXTEL COMMUNICATIONS	Jul 25, 2019	$799.54
694388	20601	VERIZON WIRELESS	Jul 25, 2019	$16,287.90
694389	20601	VERIZON WIRELESS	Jul 25, 2019	$301.49
694390	20601	VERIZON WIRELESS	Jul 25, 2019	$19,041.48
694392	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$839.15
694393	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$53.42
694394	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$316.00
694395	15461	ALVIDREZ, TONY M	Jul 26, 2019	$26.33
694396	16899	AMBROSE, BONITA	Jul 26, 2019	$108.75
694397	359	ANDERSON, ALLEN M	Jul 26, 2019	$6.13
694398	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$275.00
694399	24927	ARRIBILLAGA, ROSEMARIE	Jul 26, 2019	$42.50
694400	70249	BAKERSFIELD PLUMBING CO INC	Jul 26, 2019	$400.00
694401	15209	BERTRAND, FLOYD	Jul 26, 2019	$18.88
694402	1111	BLACKBURN, CLEO	Jul 26, 2019	$26.33
694403	70348	BOBBY CLOUD LAW	Jul 26, 2019	$550.00
694404	17192	BOWEN, CECIL	Jul 26, 2019	$35.05
694405	1463	CADENA, JAKE	Jul 26, 2019	$26.33
694406	1695	CALIFORNIA WATER SERVICE CO	Jul 26, 2019	$627,819.27
694407	1771	CARROLL, EUGENE J	Jul 26, 2019	$13.07
694408	1884	CHAIN COHN STILES	Jul 26, 2019	$275.00
694409	12236	COLBURN, NORMA	Jul 26, 2019	$42.50
694410	2224	CORE, FLORN R	Jul 26, 2019	$42.50
694411	10697	CRAWFORD, KAREN	Jul 26, 2019	$4.42
694412	2435	DE LAURIE, JERRY	Jul 26, 2019	$13.07
694413	26953	DIVISION OF THE STATE ARCHITECT	Jul 26, 2019	$4,508.00
694414	2630	DOYLE, MIKE	Jul 26, 2019	$32.64
694415	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$400.00
694416	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$200.00
694417	11696	FRALEY, DEBORAH	Jul 26, 2019	$18.18
694418	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$200.00

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694419	12742	GEORGE, PRESTON	Jul 26, 2019	$26.33
694420	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$880.00
694421	3360	GILLBURG, GEORGE	Jul 26, 2019	$26.33
694422	25970	HACKER, ROBERT	Jul 26, 2019	$42.50
694423	11942	HALL, DENNIS	Jul 26, 2019	$26.33
694424	3770	HERRERA, FRANK R	Jul 26, 2019	$26.11
694425	11438	HUNTINGTON, LORRAINE	Jul 26, 2019	$25.41
694426	24194	JOHNSON, CLARISSE	Jul 26, 2019	$26.33
694427	27671	KELLER, MAXINE	Jul 26, 2019	$42.50
694428	4435	KERN COUNTY CLERKS	Jul 26, 2019	$150.00
694429	15335	KERN COUNTY COUNSEL	Jul 26, 2019	$374.00
694430	21175	KISBEY, KAREN	Jul 26, 2019	$13.07
694431	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$172.22
694432	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$275.00
694433	5163	LOPEZ, FRANK	Jul 26, 2019	$26.33
694434	70383	MACDONALD & CODY LLP	Jul 26, 2019	$172.21
694435	24061	MAHAFFEY, BOBBY	Jul 26, 2019	$26.33
694436	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$275.00
694437	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$200.00
694438	10600	MOYER, MICKEY D.	Jul 26, 2019	$42.50
694439	5896	NEWTON, KENNETH RAY	Jul 26, 2019	$12.85
694440	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$142.00
694441	30170	O RAND, BOB L	Jul 26, 2019	$26.33
694442	5963	OFFENBURGER, BILL	Jul 26, 2019	$42.50
694443	27975	OWEN, M ROSE	Jul 26, 2019	$6.13
694444	70162	PHANTOM FIREWORKS	Jul 26, 2019	$1,700.00
694445	11451	PHILLIPS, SHIRLEY A	Jul 26, 2019	$4.42
694446	12132	QUON, MICHAEL F	Jul 26, 2019	$35.05
694447	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$200.00
694448	28060	ROBERTS, EMMA	Jul 26, 2019	$42.50
694449	70025	ROBO PLUMBING	Jul 26, 2019	$400.00
694450	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$200.00
694451	70406	SAVAGE, KIMBERLY J	Jul 26, 2019	$275.00
694452	7337	SHERFY, ROBERT M.	Jul 26, 2019	$35.05
694453	7357	SHERMAN, THOMAS	Jul 26, 2019	$26.33
694454	7351	SHIPES, HENRY	Jul 26, 2019	$26.33
694455	70187	STANS DISCOUNT PLUMBING	Jul 26, 2019	$400.00
694456	70266	T & T TRUCK & CRANE SERVICE	Jul 26, 2019	$500.00
694457	20357	TEUTIMEZ, DONALD	Jul 26, 2019	$25.41
694458	26861	TORRES, SHIRLEY	Jul 26, 2019	$26.33
694459	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$400.00
694460	24193	URSIN, MARGARET	Jul 26, 2019	$42.50
694461	29174	VALLIANT, JOHN	Jul 26, 2019	$1.31
694462	19844	VAN WYK, MITCH	Jul 26, 2019	$11,481.00
694463	17940	VINCENT, LESLIE	Jul 26, 2019	$6.83
694464	15380	WILLIAMS, ISABEL	Jul 26, 2019	$26.33
694465	9052	WISHAM, DARLENE	Jul 26, 2019	$26.33
694466	28865	BLUE SHIELD OF CALIFORNIA	Jul 26, 2019	$650,924.54
694467	14993	CALIFORNIA AIR RESOURCES BOARD	Jul 26, 2019	$1,088.00
694476	10623	CALIFORNIA DEPARTMENT OF TAX AND	Jul 26, 2019	$2,580.00
694477	2468	DEPARTMENT OF JUSTICE	Jul 26, 2019	$1,404.00
694478	12857	KAISER PERMANENTE	Jul 26, 2019	$35,718.84
694479	4573	KERN COUNTY WATER AGENCY	Jul 26, 2019	$278,380.78
694480	10037	MISCELLANEOUS TRUST VENDOR	Jul 26, 2019	$416.00

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694485	6114	PACIFIC GAS & ELECTRIC COMPANY	Jul 26, 2019	$281,407.37
694486	29221	UNITED CONCORDIA DENTAL PLANS OF CA	Jul 26, 2019	$4,751.75
694487	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Jul 26, 2019	$14,230.98
694488	10211	BAKERSFIELD FIREMEN	Jul 26, 2019	$9,712.05
694489	10200	BAKERSFIELD FIREMEN RELIEF ASS	Jul 26, 2019	$7,780.01
694490	10203	BAKERSFIELD POLICE BENEFIT	Jul 26, 2019	$25,609.59
694491	10205	MUTUAL BENEFIT ASSOCIATION	Jul 26, 2019	$1,885.59
694492	26810	RELIASTAR LIFE INSURANCE CO	Jul 26, 2019	$1,826.06
694493	22324	SEIU LOCAL 521	Jul 26, 2019	$14,700.80
694494	22346	ABACUS I M T INC	Aug 1, 2019	$648.71
694495	25365	AECOM TECHNICAL SERVICES INC	Aug 1, 2019	$37,152.86
694496	19496	ALL PRO CLEANING SERVICE	Aug 1, 2019	$1,460.00
694497	160	ALL THAT LETTERING SIGN COMPNY	Aug 1, 2019	$2,294.86
694498	29956	ALLIED NETWORK SOLUTIONS INC	Aug 1, 2019	$6,554.54
694499	987	AMERICAN FABRICATION	Aug 1, 2019	$2,863.58
694500	1049	APPLIED LNG TECHNOLOGIES LLC	Aug 1, 2019	$9,820.58
694501	520	AUTO TINT WEST INC	Aug 1, 2019	$299.11
694502	18644	BAGBY, CHRISTOPHER	Aug 1, 2019	$196.00
694503	675	BAKERSFIELD CALIFORNIAN	Aug 1, 2019	$2,160.82
694504	850	BAKERSFIELD SENIOR CENTER	Aug 1, 2019	$9,253.81
694505	28807	BALLARD, WILLIAM R	Aug 1, 2019	$480.00
694506	28365	BALTIC NETWORKS USA	Aug 1, 2019	$1,201.16
694507	557	BARC	Aug 1, 2019	$40.00
694508	13424	BARNES WELDING SUPPLY	Aug 1, 2019	$135.00
694509	1069	BETHANY SERVICES	Aug 1, 2019	$11,319.16
694510	23341	BILL RAY CERAMIC TILE CENTER	Aug 1, 2019	$651.01
694512	1175	BOBS WHOLESALE AUTO GLASS	Aug 1, 2019	$32.48
694513	18692	BOUND TREE MEDICAL LLC	Aug 1, 2019	$1,393.78
694514	19303	BRIGHT HOUSE NETWORKS	Aug 1, 2019	$252.74
694515	30485	BRUCE PEYTON AND LAUREL PEYTON	Aug 1, 2019	$550.24
694516	10267	BUDGET BOLT INC	Aug 1, 2019	$61.77
694517	30490	CACEO	Aug 1, 2019	$390.00
694518	1495	CALGON CARBON CORPORATION	Aug 1, 2019	$46,276.32
694519	21133	CASHI, DEBRA	Aug 1, 2019	$231.00
694520	29025	CATER, JASON	Aug 1, 2019	$267.00
694521	11466	CCAC - CITY CLEARKS ASSOC OF CALI	Aug 1, 2019	$1,550.00
694522	19922	CENTRAL CALIFORNIA POWER INC	Aug 1, 2019	$2,921.13
694523	27423	CERTIFIED AIR BALANCE CO	Aug 1, 2019	$34,805.00
694524	1888	CHAMPION HARDWARE	Aug 1, 2019	$6.44
694525	27566	CITYSOURCED INC	Aug 1, 2019	$10,333.33
694526	29425	CJEN INC	Aug 1, 2019	$5,699.44
694527	2016	CLARK PEST CONTROL INC	Aug 1, 2019	$120.00
694528	21588	COCA-COLA REFRESHMENTS	Aug 1, 2019	$1,864.80
694529	29966	CODE PUBLISHING COMPANY	Aug 1, 2019	$482.60
694530	11167	COLES ENVIRONMENTAL	Aug 1, 2019	$240.00
694531	21372	COOPER, KRIS	Aug 1, 2019	$360.00
694532	23309	CORONADO, MICHAEL	Aug 1, 2019	$231.00
694533	19287	CSUB PRINT SHOP	Aug 1, 2019	$1,651.68
694534	27218	CUMMINS PACIFIC LLC	Aug 1, 2019	$7.97
694535	25337	DAVES FLEET MAINT & TOWING INC	Aug 1, 2019	$37.00
694536	2442	DELANEY & AHLF DIESEL SERVICE INC	Aug 1, 2019	$12.31
694537	20060	DEMESTIHAS, EVANGELOS	Aug 1, 2019	$196.00
694538	11271	DEPARTMENT OF TRANSPORTATION	Aug 1, 2019	$52.64
694539	1167	E S R I	Aug 1, 2019	$140,000.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
694540	30459	EAM SOLUTIONS LLC	Aug 1, 2019	$56,691.36
694541	2726	ECONOLITE CONTROL PRODUCTS INC	Aug 1, 2019	$4,275.21
694542	29032	EDISON AGRICULTURE SERVICES INC	Aug 1, 2019	$2,116.00
694543	2752	ELBERT DISTRIBUTING	Aug 1, 2019	$87.53
694544	29246	EMPHASOURCE	Aug 1, 2019	$2,227.78
694545	30484	ESIS INC DBA CHUBB GLOBAL	Aug 1, 2019	$9,900.00
694546	2830	EWING IRRIGATION PRODUCTS	Aug 1, 2019	$214.08
694547	2901	FEDEX	Aug 1, 2019	$242.57
694548	12577	FINDLEY, KEVIN	Aug 1, 2019	$231.00
694549	19657	FIRST CHOICE SERVICES INC	Aug 1, 2019	$295.54
694550	2980	FISHER SCIENTIFIC	Aug 1, 2019	$1,503.24
694551	2981	FIVE DOGS ACTION CLUB INC	Aug 1, 2019	$384.00
694552	29018	FRUITVALE AUTOMOTIVE	Aug 1, 2019	$1,128.70
694553	28064	GENERAL TREE SERVICE INC	Aug 1, 2019	$39,655.00
694554	3403	GOLDEN STATE PETERBILT	Aug 1, 2019	$1,926.40
694555	3450	GRANITE CONSTRUCTION INC	Aug 1, 2019	$38,162.10
694556	30439	GREATAMERICA FINANCIAL SERVICES	Aug 1, 2019	$20,695.72
694557	3511	GRIFFITH COMPANY INC	Aug 1, 2019	$11,647.00
694558	30000	H&H AUTO PARTS WHOLESALE	Aug 1, 2019	$170.45
694559	162	HADDAD DODGE	Aug 1, 2019	$130.77
694560	3660	HARBOR FREIGHT TOOLS	Aug 1, 2019	$205.62
694561	30299	HINDS, CHRISTOPHER	Aug 1, 2019	$267.00
694562	29354	HISSONG, SHAWN	Aug 1, 2019	$1,215.00
694563	20491	HOLCOMBE, BRIAN	Aug 1, 2019	$196.00
694564	30391	HOME DEPOT PRO	Aug 1, 2019	$1,097.93
694565	29838	HOWDEN ROOTS	Aug 1, 2019	$12,815.53
694566	18263	HUB CONSTRUCTION SPECIALTIES INC	Aug 1, 2019	$157.89
694567	26186	HUBER TECHNOLOGY INC	Aug 1, 2019	$36,333.55
694568	27898	IES ENGINEERING	Aug 1, 2019	$5,412.57
694569	4550	K C S O S	Aug 1, 2019	$838.10
694570	22379	KEMIRA WATER SOLUTIONS INC	Aug 1, 2019	$6,734.03
694571	19936	KERN COUNTY ENVIRONMENTAL HEALTH	Aug 1, 2019	$411.20
694572	19570	KERN COUNTY RECORDER	Aug 1, 2019	$6.00
694573	7492	KERN MACHINERY INC	Aug 1, 2019	$1,371.95
694574	4861	KISCO SALES INC	Aug 1, 2019	$273.76
694575	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Aug 1, 2019	$192.78
694576	26294	KRONOS INCORPORATED	Aug 1, 2019	$13,538.87
694577	12552	KURB KUT	Aug 1, 2019	$575.00
694578	29268	LAWSON PRODUCTS INC	Aug 1, 2019	$2,010.14
694579	12553	LEAGUE OF CALIFORNIA CITIES	Aug 1, 2019	$1,500.00
694580	30489	LEGGE, LENA	Aug 1, 2019	$509.00
694581	22497	M & J HANDIMAN HENRY	Aug 1, 2019	$340.00
694582	30244	MADSEN ROOFING & WATERPROOFING, INC	Aug 1, 2019	$320,159.89
694583	5333	MCCORMICK, TERESA A	Aug 1, 2019	$63.40
694584	29767	MCWILLIAMS, AARON	Aug 1, 2019	$22.00
694585	7064	MERCHANTS PRINTING & ENVELOPE	Aug 1, 2019	$179.11
694586	19252	MEYER CIVIL ENGINEERING INC	Aug 1, 2019	$431.65
694587	1316	MICHELIN NORTH AMERICA INC	Aug 1, 2019	$7,353.15
694588	5510	MID TERM INC	Aug 1, 2019	$521.78
694589	5547	MINUTEMAN PRESS	Aug 1, 2019	$222.79
694590	5681	MOSS, ROBERT B JR	Aug 1, 2019	$626.77
694591	5687	MOTOR CITY SALES & SERVICE	Aug 1, 2019	$39.89
694592	30461	MOULDING BIN	Aug 1, 2019	$220.83
694593	28806	MOUNTAIN VIEW FARMS & EQ CORP	Aug 1, 2019	$734.52

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
694594	30486	NAPA SOLANO SANE/SART	Aug 1, 2019	$2,400.00
694595	30091	NAPA TRUCK & TRAILER	Aug 1, 2019	$50.20
694596	18888	NIEMEYER & ASSOCIATES INC	Aug 1, 2019	$3,685.41
694597	20361	NOSSAMAN LLP	Aug 1, 2019	$14,376.59
694598	28687	NV5 INC	Aug 1, 2019	$17,618.72
694599	24279	O'REILLY AUTO PARTS	Aug 1, 2019	$187.87
694600	264	OFFICE DEPOT BUSINESS SERVICES	Aug 1, 2019	$208.68
694601	22301	OVERLAND PACIFIC & CUTLER INC	Aug 1, 2019	$100.00
694602	6448	P T O SALES CORP / TRUCKPRO LLC	Aug 1, 2019	$1,793.31
694603	13209	PARKHOUSE TIRE INC	Aug 1, 2019	$828.61
694604	24029	PAYLESS TOWING	Aug 1, 2019	$70.00
694605	6076	PB LOADER MANUFACTURING CO	Aug 1, 2019	$120,904.51
694606	30410	PENA, JOSHUA	Aug 1, 2019	$1,364.00
694607	28869	PERRY, BRETT	Aug 1, 2019	$675.00
694608	25424	PET WASTE ELIMINATOR	Aug 1, 2019	$866.00
694609	29637	PINNACLE PETROLEUM INC	Aug 1, 2019	$24,418.53
694610	14734	PRORIDER INC	Aug 1, 2019	$825.55
694612	6653	RAIN FOR RENT INC	Aug 1, 2019	$1,491.63
694613	20713	RANDY'S TOWING LLC	Aug 1, 2019	$37.00
694614	3249	RAY GASKIN SERVICE INC	Aug 1, 2019	$1,247.00
694615	6682	RAYMONDS TROPHY AND AWARDS	Aug 1, 2019	$87.26
694616	28480	READY REFRESH	Aug 1, 2019	$32.53
694617	30134	REDBONE DEMOLITION	Aug 1, 2019	$1,736.00
694618	28499	RELEVANT SOLUTIONS LLC	Aug 1, 2019	$54.05
694619	30314	RYMAC GENERAL CONTRACTING & CONST	Aug 1, 2019	$214,803.55
694620	18072	SAFETY TEK INDUSTRIES INC	Aug 1, 2019	$565.00
694621	12665	SAN JOAQUIN FENCE & SUPPLY	Aug 1, 2019	$10,064.50
694622	27361	SC FUELS	Aug 1, 2019	$21,276.09
694623	21489	SCP DISTRIBUTORS LLC	Aug 1, 2019	$442.30
694624	23869	SCUDDER, RACHELLE	Aug 1, 2019	$231.00
694625	7283	SEQUOIA PAINT COMPANY INC	Aug 1, 2019	$181.60
694626	26693	SIGN WAREHOUSE	Aug 1, 2019	$2,114.00
694627	7434	SMART & FINAL IRIS COMPANY	Aug 1, 2019	$410.35
694628	27951	SOLENIS LLC	Aug 1, 2019	$53,969.99
694629	11907	SPARKLETTS/SIERRA SPRINGS	Aug 1, 2019	$191.42
694630	25502	SPARTAN TRUCK CO INC	Aug 1, 2019	$381.37
694631	12102	SPORER, KENNETH	Aug 1, 2019	$133.99
694632	25604	STAY GREEN INC	Aug 1, 2019	$1,200.00
694633	7693	STOCKDALE TILE INC	Aug 1, 2019	$297.68
694634	24575	SWANK MOTION PICTURES INC	Aug 1, 2019	$528.00
694635	27547	SWEET ADELINES SEQUOIA PACIFICA R11	Aug 1, 2019	$5,500.00
694636	28733	TELELANGUAGE INC	Aug 1, 2019	$396.00
694637	12103	TERRY, GREG	Aug 1, 2019	$196.00
694638	30226	TODD COLBY DEALER FOR SNAP-ON TOOLS	Aug 1, 2019	$1,346.64
694639	21369	TRANS-WEST SECURITY INC	Aug 1, 2019	$8,077.93
694640	20359	TURF STAR INC	Aug 1, 2019	$277.20
694641	96	TYACK TIRES INC	Aug 1, 2019	$434.92
694642	10428	UNITED REFRIGERATION INC	Aug 1, 2019	$15,230.38
694643	8520	VALLEY POWER SYSTEMS, INC	Aug 1, 2019	$799.78
694644	26060	VANGUARD CLEANING SYSTEMS INC	Aug 1, 2019	$466.75
694645	16625	VICTORY CIRCLE INC	Aug 1, 2019	$2,133.83
694646	30488	WASSEF, MENA	Aug 1, 2019	$22.00
694647	23733	WHEELER, JAMES	Aug 1, 2019	$2,000.00
694648	21212	WHITE CAP CONSTRUCTION SUPPLY	Aug 1, 2019	$244.19

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
694649	26909	YORK RISK SERVICES GROUP INC	Aug 1, 2019	$36,598.34
694650	9244	ZEP MANUFACTURING COMPANY	Aug 1, 2019	$67.13
694651	30053	ZETX INC	Aug 1, 2019	$3,450.00
694652	25879	ZOOM IMAGING SOLUTIONS, INC.	Aug 1, 2019	$1,452.30
694653	18484	A T & T	Aug 1, 2019	$213.61
694655	78	ADVANCED DISTRIBUTION CO	Aug 1, 2019	$4,580.76
694658	8530	AMERIPRIDE UNIFORM SERVICES	Aug 1, 2019	$2,580.22
694659	29195	CALIFORNIA STATE UNIV-STANISLAUS	Aug 1, 2019	$2,175.05
694660	1694	CALIFORNIA WATER SERVICE	Aug 1, 2019	$635,295.05
694665	1696	CALIFORNIA WATER SERVICE	Aug 1, 2019	$144,490.09
694666	1696	CALIFORNIA WATER SERVICE	Aug 1, 2019	$54,191.21
694667	1696	CALIFORNIA WATER SERVICE	Aug 1, 2019	$759,899.32
694668	1694	CALIFORNIA WATER SERVICE	Aug 1, 2019	$355,392.88
694669	11937	CITY OF BAKERSFIELD	Aug 1, 2019	$5,229.00
694670	11937	CITY OF BAKERSFIELD	Aug 1, 2019	$6,119.47
694671	11937	CITY OF BAKERSFIELD	Aug 1, 2019	$3,077.73
694672	11937	CITY OF BAKERSFIELD	Aug 1, 2019	$26.88
694675	3427	GRAINGER INC, W W	Aug 1, 2019	$7,804.66
694677	3452	GRAYBAR ELECTRIC COMPANY	Aug 1, 2019	$12,035.53
694680	7933	HOME DEPOT	Aug 1, 2019	$3,157.29
694681	11208	I C M A MEMBERSHIP RENEWALS	Aug 1, 2019	$50.00
694684	4740	KERN TURF SUPPLY	Aug 1, 2019	$5,171.28
694686	15624	LOWE'S HOME IMPROVEMENT	Aug 1, 2019	$1,340.64
694687	12627	MARDEROSIAN & COHEN	Aug 1, 2019	$47,311.30
694688	30487	MONCADA, PAM	Aug 1, 2019	$58.80
694689	29758	SW CONSTRUCTION	Aug 1, 2019	$20,593.13
694690	20601	VERIZON WIRELESS	Aug 1, 2019	$3,453.27
694691	30002	MEDICAL EYE SERVICE COMPANY	Aug 1, 2019	$5,070.92
694692	26810	RELIASTAR LIFE INSURANCE CO	Aug 1, 2019	$3,756.41
694693	30027	U S BANK - PARS #6746022400	Aug 1, 2019	$10,223.91
694694	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Aug 1, 2019	$49,577.73
694695	30020	UNUM	Aug 1, 2019	$5,022.94
9994944	30028	BLUE SHIELD OF CALIFORNIA-P	Jul 5, 2019	$503,135.38
9994945	30021	KAISER PERMANENTE	Jul 5, 2019	$209,008.83
9994946	10206	STATE OF CALIF - PERS	Jul 5, 2019	$916,341.48
9994948	19630	UNION BANK	Jul 5, 2019	$358,474.92
9994949	11811	WELLS FARGO BANK	Jul 5, 2019	$185,836.13
9994960	18775	CALPERS-REPLACEMENT BENEFIT FUND	Jul 11, 2019	$79,582.17
9994961	30025	STATE DISBURSEMENT UNIT	Jul 11, 2019	$18,188.72
9994971	10206	STATE OF CALIF - PERS	Jul 11, 2019	$27,069,661.07
9994972	11811	WELLS FARGO BANK	Jul 11, 2019	$125,640.76
9994973	10199	BAKERSFIELD CITY EMPLOYEE	Jul 12, 2019	$189,921.00
9994974	24821	DEPARTMENT OF THE TREASURY	Jul 12, 2019	$565.69
9994975	30014	EMPLOYMENT DEVELOPMENT DEPT	Jul 12, 2019	$201,135.71
9994976	10217	I C M A RETIREMENT TRUST-303749	Jul 12, 2019	$48,181.48
9994977	30010	IRS	Jul 12, 2019	$593,823.40
9994978	16863	NATIONWIDE RETIREMENT SOLUTIONS	Jul 12, 2019	$148,835.11
9994980	18560	U S BANK N.A. MINNESOTA	Jul 12, 2019	$1,645,350.00
9994981	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Jul 12, 2019	$36,607.90
9994982	10206	STATE OF CALIF - PERS	Jul 18, 2019	$961,454.56
9994985	19630	UNION BANK	Jul 18, 2019	$249,928.61
9994986	11811	WELLS FARGO BANK	Jul 18, 2019	$105,096.96
9994987	30028	BLUE SHIELD OF CALIFORNIA-P	Jul 19, 2019	$501,900.46
9994988	30021	KAISER PERMANENTE	Jul 19, 2019	$215,770.76

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9994989	22739	THE BANK OF NEW YORK	Jul 19, 2019	$660,871.55
9994991	30025	STATE DISBURSEMENT UNIT	Jul 25, 2019	$18,461.02
9994992	11811	WELLS FARGO BANK	Jul 25, 2019	$164,215.67
9994993	30206	AVENU MUNISERVICES LLC	Jul 26, 2019	$14,375.95
9994994	10199	BAKERSFIELD CITY EMPLOYEE	Jul 26, 2019	$187,840.00
9994995	24821	DEPARTMENT OF THE TREASURY	Jul 26, 2019	$4,781.79
9994996	30014	EMPLOYMENT DEVELOPMENT DEPT	Jul 26, 2019	$199,605.06
9994997	29895	FIRST DATA GLOBAL LEASING CREDIT	Jul 26, 2019	$147.00
9994998	10217	I C M A RETIREMENT TRUST-303749	Jul 26, 2019	$48,181.48
9994999	30010	IRS	Jul 26, 2019	$576,369.29
9995000	30022	IRS / FDRF	Jul 26, 2019	$191.00
9995001	16863	NATIONWIDE RETIREMENT SOLUTIONS	Jul 26, 2019	$114,335.11
9995002	29896	UNION BANK CREDIT CARD FEES	Jul 26, 2019	$43,078.78
9995003	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Jul 26, 2019	$36,605.01
9995004	30028	BLUE SHIELD OF CALIFORNIA-P	Aug 1, 2019	$501,050.58
9995005	30021	KAISER PERMANENTE	Aug 1, 2019	$216,510.61
9995006	10206	STATE OF CALIF - PERS	Aug 1, 2019	$962,235.48
9995007	11811	WELLS FARGO BANK	Aug 1, 2019	$88,375.18
				$68,571,041.03

FROM 7/5/2019 to 8/1/2019

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17493	24819	AD WEAR & SPECIALTY OF TX	Jul 5, 2019	$2,345.19
17494	29	AFFINITY TRUCK CENTER	Jul 5, 2019	$43.28
17495	576	B & B SURPLUS	Jul 5, 2019	$407.58
17496	575	B C LABORATORIES	Jul 5, 2019	$795.00
17497	611	B S & E COMPANY INC	Jul 5, 2019	$47.05
17498	1163	BLUEPRINT SERVICE CO	Jul 5, 2019	$3,710.93
17499	20747	CENTRAL SANITARY SUPPLY INC	Jul 5, 2019	$398.00
17500	2162	CONSOLIDATED ELECTRICAL DIST INC	Jul 5, 2019	$12,798.01
17501	13912	DIRECT SAFETY SOLUTIONS INC	Jul 5, 2019	$561.73
17502	14055	FAST UNDERCAR LLC	Jul 5, 2019	$2,444.64
17503	2874	FERGUSON ENTERPRISES INC	Jul 5, 2019	$3,227.34
17504	21739	GOLDEN EMPIRE TOWING INC	Jul 5, 2019	$817.50
17505	4171	JERRY & KEITHS INC	Jul 5, 2019	$49.82
17506	1390	JIM BURKE FORD	Jul 5, 2019	$359.52
17507	15694	JIMS TOWING INC	Jul 5, 2019	$37.00
17508	24086	MAR-CO EQUIPMENT CORP	Jul 5, 2019	$1,876.93
17509	453	MUNICIPAL MAINTENANCE EQUIP INC	Jul 5, 2019	$1,077.50
17510	6550	QUAD KNOPF INC	Jul 5, 2019	$3,228.63
17511	6555	QUINN COMPANY INC	Jul 5, 2019	$873.65
17512	698	SAN JOAQUIN INTERIORS	Jul 5, 2019	$2,500.00
17513	28661	SERVEXO PROTECTIVE SERVICES	Jul 5, 2019	$12,910.50
17514	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jul 5, 2019	$712.66
17515	7685	STINSON STATIONERS	Jul 5, 2019	$5,891.57
17516	13646	UNITED ROTARY BRUSH CORP	Jul 5, 2019	$740.98
17517	9010	WILLIAMS CLEANING SYSTEMS INC	Jul 5, 2019	$2,919.90
17518	24819	AD WEAR & SPECIALTY OF TX	Jul 11, 2019	$1,745.75
17519	576	B & B SURPLUS	Jul 11, 2019	$42.16
17520	575	B C LABORATORIES	Jul 11, 2019	$616.00
17521	611	B S & E COMPANY INC	Jul 11, 2019	$1,092.73
17522	1163	BLUEPRINT SERVICE CO	Jul 11, 2019	$427.98
17523	20747	CENTRAL SANITARY SUPPLY INC	Jul 11, 2019	$271.46
17524	5147	COASTLINE EQUIPMENT	Jul 11, 2019	$133.73
17525	2162	CONSOLIDATED ELECTRICAL DIST INC	Jul 11, 2019	$1,459.42
17526	13912	DIRECT SAFETY SOLUTIONS INC	Jul 11, 2019	$1,068.80
17527	13088	E J WARD INCORPORATED	Jul 11, 2019	$365.74
17528	2757	ELECTRIC MOTOR WORKS INC	Jul 11, 2019	$4,451.31
17529	27459	EVOQUA WATER TECHNOLOGIES	Jul 11, 2019	$10,411.54
17530	2874	FERGUSON ENTERPRISES INC	Jul 11, 2019	$1,737.59
17531	21739	GOLDEN EMPIRE TOWING INC	Jul 11, 2019	$450.00
17532	3570	HAAKER EQUIPMENT COMPANY	Jul 11, 2019	$654.36
17533	4171	JERRY & KEITHS INC	Jul 11, 2019	$4,243.12
17534	1390	JIM BURKE FORD	Jul 11, 2019	$3,428.02
17535	15694	JIMS TOWING INC	Jul 11, 2019	$1,293.00
17536	24086	MAR-CO EQUIPMENT CORP	Jul 11, 2019	$2,128.49
17537	6555	QUINN COMPANY INC	Jul 11, 2019	$500.00
17538	21873	RM INDUSTRIES INC	Jul 11, 2019	$2,637.53
17539	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jul 11, 2019	$39.76
17540	7685	STINSON STATIONERS	Jul 11, 2019	$3,463.10
17541	15868	TEL TEC SECURITY SYSTEM INC	Jul 11, 2019	$8,934.65
17542	13646	UNITED ROTARY BRUSH CORP	Jul 11, 2019	$5,630.40
17543	57	ABATE A WEED	Jul 18, 2019	$894.32
17545	29	AFFINITY TRUCK CENTER	Jul 18, 2019	$7,810.03
17546	436	ARGO CHEMICAL INC	Jul 18, 2019	$16,397.69
17547	576	B & B SURPLUS	Jul 18, 2019	$622.44

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17548	575	B C LABORATORIES	Jul 18, 2019	$260.00
17549	611	B S & E COMPANY INC	Jul 18, 2019	$167.97
17550	1037	BERCHTOLD EQUIPMENT CO	Jul 18, 2019	$448.73
17551	1163	BLUEPRINT SERVICE CO	Jul 18, 2019	$777.49
17552	18753	BRIDGEPORT TRUCK MANUFACTURING	Jul 18, 2019	$2,884.64
17553	1558	CALIFORNIA INDUSTRIAL RUBBER	Jul 18, 2019	$1,676.13
17554	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Jul 18, 2019	$276.25
17555	20747	CENTRAL SANITARY SUPPLY INC	Jul 18, 2019	$332.19
17556	2162	CONSOLIDATED ELECTRICAL DIST INC	Jul 18, 2019	$5,906.85
17557	13912	DIRECT SAFETY SOLUTIONS INC	Jul 18, 2019	$3,082.22
17558	13088	E J WARD INCORPORATED	Jul 18, 2019	$212.51
17559	14055	FAST UNDERCAR LLC	Jul 18, 2019	$4,593.30
17560	2874	FERGUSON ENTERPRISES INC	Jul 18, 2019	$818.04
17561	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Jul 18, 2019	$761.86
17562	21739	GOLDEN EMPIRE TOWING INC	Jul 18, 2019	$2,833.50
17563	3570	HAAKER EQUIPMENT COMPANY	Jul 18, 2019	$247.74
17564	4171	JERRY & KEITHS INC	Jul 18, 2019	$1,205.78
17565	1390	JIM BURKE FORD	Jul 18, 2019	$7,225.61
17566	15694	JIMS TOWING INC	Jul 18, 2019	$2,014.00
17567	24086	MAR-CO EQUIPMENT CORP	Jul 18, 2019	$3,177.95
17568	453	MUNICIPAL MAINTENANCE EQUIP INC	Jul 18, 2019	$1,245.56
17569	6555	QUINN COMPANY INC	Jul 18, 2019	$413.97
17570	7231	SEAL & PACKING SUPPLY CO	Jul 18, 2019	$4,963.35
17571	19584	SMITH & SON TIRE INC	Jul 18, 2019	$4,011.27
17572	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jul 18, 2019	$363.55
17573	7685	STINSON STATIONERS	Jul 18, 2019	$5,771.37
17574	7728	SULLY & SON HYDRAULICS INC	Jul 18, 2019	$75.75
17575	7840	TALLEY COMMUNICATIONS CO INC	Jul 18, 2019	$215.96
17576	57	ABATE A WEED	Jul 25, 2019	$854.89
17577	29	AFFINITY TRUCK CENTER	Jul 25, 2019	$294.21
17578	611	B S & E COMPANY INC	Jul 25, 2019	$1,226.73
17579	1037	BERCHTOLD EQUIPMENT CO	Jul 25, 2019	$306.08
17580	1163	BLUEPRINT SERVICE CO	Jul 25, 2019	$388.44
17581	18753	BRIDGEPORT TRUCK MANUFACTURING	Jul 25, 2019	$4,299.46
17582	20747	CENTRAL SANITARY SUPPLY INC	Jul 25, 2019	$1,873.32
17583	5147	COASTLINE EQUIPMENT	Jul 25, 2019	$241.31
17584	2162	CONSOLIDATED ELECTRICAL DIST INC	Jul 25, 2019	$2,757.80
17585	13912	DIRECT SAFETY SOLUTIONS INC	Jul 25, 2019	$273.33
17586	2581	DOOLEY ENTERPRISES INC	Jul 25, 2019	$1,131.87
17587	13088	E J WARD INCORPORATED	Jul 25, 2019	$1,940.49
17588	14055	FAST UNDERCAR LLC	Jul 25, 2019	$3,457.20
17589	2874	FERGUSON ENTERPRISES INC	Jul 25, 2019	$14,446.67
17590	21739	GOLDEN EMPIRE TOWING INC	Jul 25, 2019	$737.50
17591	4171	JERRY & KEITHS INC	Jul 25, 2019	$52.12
17592	1390	JIM BURKE FORD	Jul 25, 2019	$6,494.82
17593	15694	JIMS TOWING INC	Jul 25, 2019	$669.00
17594	2267	L N CURTIS & SONS	Jul 25, 2019	$4,634.62
17595	24086	MAR-CO EQUIPMENT CORP	Jul 25, 2019	$566.61
17596	453	MUNICIPAL MAINTENANCE EQUIP INC	Jul 25, 2019	$484.21
17597	6205	PAVEMENT RECYCLING SYSTEMS INC	Jul 25, 2019	$7,410.00
17598	6550	QUAD KNOPF INC	Jul 25, 2019	$1,498.41
17599	1279	QUALITY HEAVY DUTY DIESEL ELEC	Jul 25, 2019	$5,505.84
17600	6555	QUINN COMPANY INC	Jul 25, 2019	$1,899.84
17601	19584	SMITH & SON TIRE INC	Jul 25, 2019	$3,436.55

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17602	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jul 25, 2019	$1,171.52
17603	7685	STINSON STATIONERS	Jul 25, 2019	$8,054.46
17604	7728	SULLY & SON HYDRAULICS INC	Jul 25, 2019	$674.71
17605	13646	UNITED ROTARY BRUSH CORP	Jul 25, 2019	$5,643.01
17606	9010	WILLIAMS CLEANING SYSTEMS INC	Jul 25, 2019	$281.65
17607	57	ABATE A WEED	Aug 1, 2019	$2,440.09
17608	64	ADAMSON POLICE SUPPLY	Aug 1, 2019	$1,266.53
17609	29	AFFINITY TRUCK CENTER	Aug 1, 2019	$2,937.71
17610	576	B & B SURPLUS	Aug 1, 2019	$1,096.14
17611	575	B C LABORATORIES	Aug 1, 2019	$491.00
17612	611	B S & E COMPANY INC	Aug 1, 2019	$1,552.77
17613	1037	BERCHTOLD EQUIPMENT CO	Aug 1, 2019	$457.61
17614	1163	BLUEPRINT SERVICE CO	Aug 1, 2019	$300.72
17615	20747	CENTRAL SANITARY SUPPLY INC	Aug 1, 2019	$1,010.98
17616	5147	COASTLINE EQUIPMENT	Aug 1, 2019	$1,469.57
17617	2162	CONSOLIDATED ELECTRICAL DIST INC	Aug 1, 2019	$898.64
17618	13912	DIRECT SAFETY SOLUTIONS INC	Aug 1, 2019	$55.14
17619	13088	E J WARD INCORPORATED	Aug 1, 2019	$1,081.64
17620	14055	FAST UNDERCAR LLC	Aug 1, 2019	$529.48
17621	2874	FERGUSON ENTERPRISES INC	Aug 1, 2019	$2,494.39
17622	21739	GOLDEN EMPIRE TOWING INC	Aug 1, 2019	$37.00
17623	4171	JERRY & KEITHS INC	Aug 1, 2019	$565.11
17624	1390	JIM BURKE FORD	Aug 1, 2019	$1,282.36
17625	15694	JIMS TOWING INC	Aug 1, 2019	$74.00
17626	2267	L N CURTIS & SONS	Aug 1, 2019	$8,046.23
17627	24086	MAR-CO EQUIPMENT CORP	Aug 1, 2019	$50.51
17628	6555	QUINN COMPANY INC	Aug 1, 2019	$2,894.47
17629	698	SAN JOAQUIN INTERIORS	Aug 1, 2019	$1,810.80
17630	19584	SMITH & SON TIRE INC	Aug 1, 2019	$656.28
17631	7685	STINSON STATIONERS	Aug 1, 2019	$6,167.98
17632	7728	SULLY & SON HYDRAULICS INC	Aug 1, 2019	$56.84
17633	15868	TEL TEC SECURITY SYSTEM INC	Aug 1, 2019	$438.73
17634	9010	WILLIAMS CLEANING SYSTEMS INC	Aug 1, 2019	$412.61

322,971.57

68,894,012.60

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/18/2019

WARD: Ward 1

SUBJECT: Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres located generally on the northwest corner of the Cottonwood Road/East Planz Road intersection. ***(FR 7/17/2019)***

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on July 17, 2019 and the General Plan Amendment (GPA) component of the project was also approved.

The project includes a Zone Change (ZC) from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres. The project is located generally on the northwest corner of the Cottonwood Road/East Planz Road intersection. If approved, the project proposes to develop a one-story gas station with convenience store and quick service restaurant on the entirety of Assessor's Parcel Number (APN)170-200-15, which is a total of 1.05 gross acres in size and includes the 0.66 acres proposed in this General Plan Amendment/Zone Change (GPA/ZC) request. The building heights would be a maximum of about 27 feet, and the gross square footage area of the buildings would be 2,784 square feet (sf).

ATTACHMENTS:

	Description	Type
🗋	Ordinance Approving ZC (2nd Reading) w/Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT, GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE COTTONWOOD ROAD/EAST PLANZ ROAD INTERSECTION (GPA/ZC NO. 18-0366).

WHEREAS, Gilmar Construction, Inc. for Ali Alnajar, filed an application with the City of Bakersfield Development Services Department requesting an amendment to the land use map designation of the *Metropolitan Bakersfield General Plan* from LMR (Low Medium Density Residential) to GC (General Commercial) on 0.66 acres and an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from R-2 (Limited Multiple Family Dwelling) to C-2 (Regional Commercial) on 0.66 acres, located generally on the northwest corner of the Cottonwood Road/East Planz Road intersection (the "Project"); and

WHEREAS, the applicant and/or property owner has indicated the purpose of the Project is for the development of a one-story gas station with convenience store and quick service restaurant on the entirely of APN 170-200-15, which is a total of 1.05 gross acres in size and includes the 0.66 acres proposed in this GPA/ZC request; and

WHEREAS, the Planning Commission held a public hearing on June 6, 2019, and approved Resolution No. 60-19, which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration for the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, Mitigated Negative Declaration and the Planning Commission's deliberation, and action; and

WHEREAS, the Project is consistent with the *Metropolitan Bakersfield General Plan*.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED by the Bakersfield City Council as follows:

1. The above recitals, incorporated herein, are true and correct.

2. The Planning Commission's findings as contained in its Resolution No. 60-19 are hereby adopted.

3. The Project is subject to mitigation measures found within the adopted Mitigated Negative Declaration for the Project.

4. The Project is hereby approved incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in

Exhibit B, all of which are incorporated herein.

SECTION 2.

This ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

---------o0o---------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Exhibits: A Zone Change Map
B Legal Description

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

ALL OF LOT 6, OF TRACT NO. 1574, AS RECORDED SEPTEMBER 14, 1950, IN BOOK 7 OF MAPS, AT PAGE 111, ET SEQ, IN THE OFFICE OF THE KERN COUNTY RECORDER.



1/1/2019

BOOK 7 PAGE 111

TRACT NO. 1574

BEING A SUBDIVISION OF A PORTION OF THE S.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 8 T. 30 S., R. 28 E., M. D. B. & M.

KERN COUNTY, CALIF.

We hereby certify that we are the owners of, or have some right, title or interest in and to, the real property included within the subdivision shown upon this map and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the making of said map and subdivision as shown within the colored border lines and hereby dedicate to public use all the streets, avenues, and easements shown upon said map within said subdivision.

We also hereby dedicate for public use easements for public utilities under, on or over, those certain strips of land lying lying between the rear lines and/or side lines of lots and the lines designated as "public utilities easement lines" as shown on said map within said subdivision; such strips of land to be kept open and free from buildings and structures of any kind.

We also dedicate for public use those certain strips of land lying between the lines designated as "future alley lines" also those certain strips of land lying between the lines of streets and the lines designated as "future street lines" as shown on said map within said subdivision, reserving to ourselves for the use of the successive owners of the respective lots certain rights of use of such portions of said strips of land as lie within the boundaries of said respective lots, said rights of use being such as are incidental to the care, planting and cultivation of such portions of said strips of land, but not including the construction of buildings or structures of any kind, excepting fences and sprinkling and systems and appurtenances thereto; said reservations of such rights to terminate and to be of further effect at such time as the legislative body shall accept the same for street purposes.

KERN COUNTY TITLE COMPANY, TRUSTEE

D. J. Bradbury — Vice President
Marjorie Gillette — Asst. Secretary

Robert N. Lancaster
Howard W. Andrews

Irene M. Lancaster
Marie P. Andrews

STATE OF CALIFORNIA S.S.
County of Kern

On this 21 day of July 1950 before me Clarence R Thiessen a Notary Public in and for said County of Kern, State of California, residing therein, duly commissioned and sworn, personally appeared, Robert N. Lancaster, Irene M. Lancaster, Howard W. Andrews and Marie P. Andrews, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Clarence R. Thiessen
Notary Public in and for the County of Kern, State of California.

On motion of Supervisor BARNES seconded by Supervisor NOON it is ordered that map entitled Tract No 1574 as shown by Plats of Subdivisions Book No. ____ Records of the Board of Supervisors, be, and the same is hereby approved; that the bond of Robert N. Lancaster as principal and E. P. Work and W. A. Harrison as surety, in the sum of $ 143.52, for the payment of taxes and special assessments collected as taxes be and the same is hereby approved; and that the said map accompanied by certificate of Kern County Title Company, showing that title to said property is vested in Robert N. Lancaster, Irene M. Lancaster, Howard W. Andrews, Marie P. Andrews, Peter Apostolis, Olga Schake, and Kern County Title Company, Trustee, is ordered recorded in the Office of the County Recorder; and it is further ordered that the avenues and easements shown upon said map and therein offered for dedication be and the same are hereby accepted for public use, Pursuant to the provisions of Section 11587 of the Business and Professions Code, the Board of Supervisors hereby waives the requirement of signature of the following

Peter Apostolos, 60% of all mineral rights
Olga Schake, 20% of all mineral rights

The Clerk of this Board is directed to indorse upon the face of said map a copy of this order authenticated by the seal of the Board of Supervisors.

I hereby certify that the foregoing order was adopted by the Board of Supervisors at a meeting held September 11, 1950

County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Kern, State of California.

I, J. R. Thornton, hereby certify that I have examined this map; that the subdivision shown thereon is substantially the same as it appeared on the tentative map and approved alterations thereof; that all the provisions of law have been complied with and that to my best knowledge and belief I am satisfied that said map is technically correct.

September 11, 1950

J. R. Thornton
County Surveyor

Approved by the Kern County Planning Commission, in accordance with the requirements of law, in duly authorized meeting held June 19, 1950

Secretary Chairman

STATE OF CALIFORNIA S.S.
County of Kern

On this 17 day of July 1950, before me Robert L. Brawn a Notary Public in and for said County of Kern, State of California, residing therein, duly commissioned and sworn, personally appeared D.J. Bradbury known to me to be the Asst. Secretary of the Kern County Title Company, the corporation that executed the within instrument and known to me to be the persons who executed the same upon behalf of the corporation named therein and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robert L. Brawn
Notary Public in and for the County of Kern, State of California.

I, W. Alan Harrison, hereby certify that I am a Licensed Land Surveyor of the State of California, that this map consisting of 2 sheets correctly represents a survey made under my supervision during June, 1950; that such survey is true and complete; and that all the monuments shown thereon actually exist and are of a character and do occupy the positions indicated and are sufficient to enable the survey to be retraced.

W. Alan Harrison
L.S. 2263

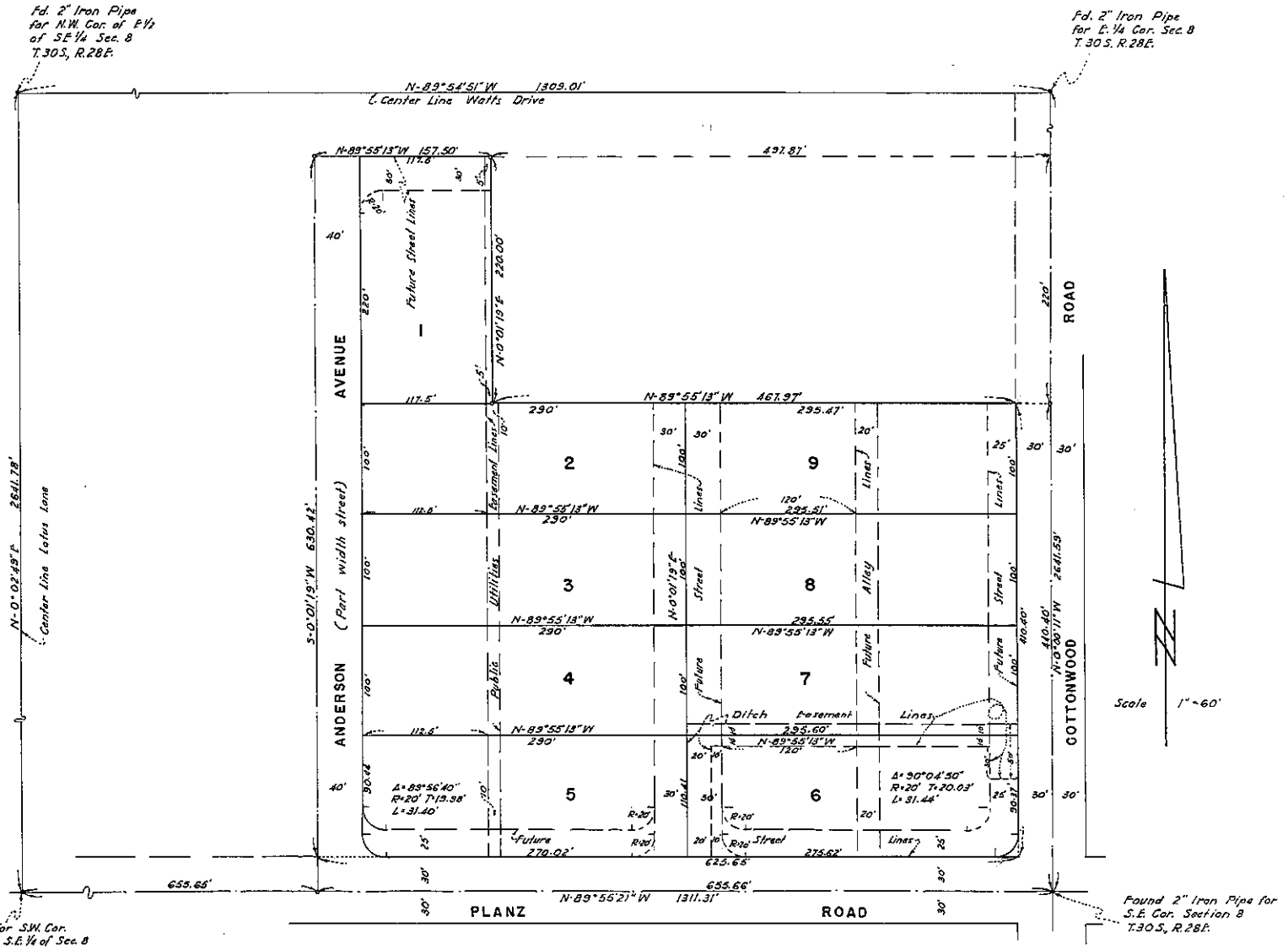
Accepted for record and recorded in Book 7 of Maps, Pages 111-112 in the office of the County Recorder of the County of Kern this 14TH day of September 1950 at 3:45 P.M.

Robert N. Lancaster
County Recorder of the County of Kern.

38392

TRACT Nº 1574

BOOK 7 PAGE 112



The bearing of Planz Road as shown on map of Tract Nº 1509 recorded in Map Book 7 Page 26, 27, & 28 was taken as basis of bearings shown upon this map.

All distances and dimensions are shown in feet and decimals thereof.

The blue border indicates the boundaries of the land subdivided by this map.

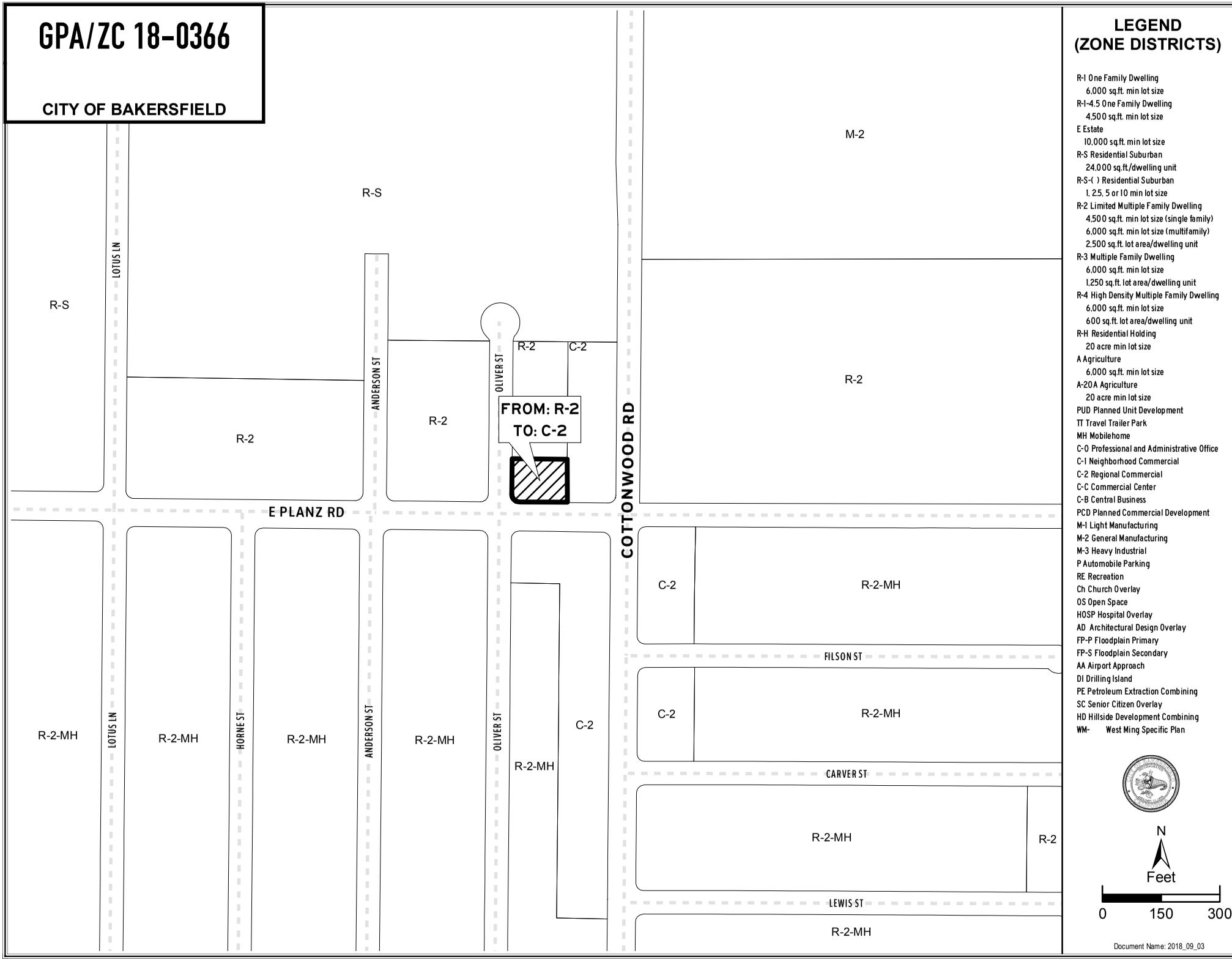
- ° Indicates concrete monument set by this survey.
- • Indicates monument found as discribed.

Sheet 2 of 2 Sheets

38392

GPA/ZC 18-0366

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
E 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

N

Feet

0 150 300

Document Name: 2018_09_03

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/18/2019

WARD: Ward 4

SUBJECT: Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres located on the southwest corner of the Renfro Road/Santa Fe Way intersection. ***(FR 7/17/2019)***

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on July 17, 2019 and the General Plan Amendment (GPA) component of the project was also approved.

The project includes a Zone Change (ZC) from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres. The project is located on the southwest corner of the Renfro Road/Santa Fe Way intersection. If approved, the project proposes a series of 5,000 to 10,000 square foot (sf) buildings would operate as offices/warehouses with yards, and where the maximum building area would be 50,000 sf.

ATTACHMENTS:

	Description	Type
🗋	Ordinance Approving ZC (2nd Reading) w/ Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT, LOCATED ON THE SOUTHWEST CORNER OF THE RENFRO ROAD/SANTA FE WAY INTERSECTION (GPA/ZC NO. 18-0448).

WHEREAS, Hageman Land Partners, LLC representing Frontier Land Partners, LLC, filed an application with the City of Bakersfield Development Services Department requesting an amendment to the land use map designation of the *Metropolitan Bakersfield General Plan* from R-IA (Resource – Intensive Agriculture) to LI (Light Industrial) on 8.53 acres and an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from A (Agriculture) to M-1 (Light Manufacturing) on 8.53 acres, located on the Southwest corner of the Renfro Road/Santa Fe Way intersection (the "Project"); and

WHEREAS, the applicant and/or property owner has indicated the purpose of the Project is to meet market demand for light industrial uses in northwest Bakersfield and to provide a buffer between future residential development to the south of the site and the existing railroad line to the north; and

WHEREAS, the Planning Commission held a public hearing on June 6, 2019, and approved Resolution No. 63-19, which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration for the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, Mitigated Negative Declaration and the Planning Commission's deliberation, and action; and

WHEREAS, the Project is consistent with the *Metropolitan Bakersfield General Plan*.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED by the Bakersfield City Council as follows:

1. The above recitals, incorporated herein, are true and correct.

2. The Planning Commission's findings as contained in its Resolution No. 63-19 are hereby adopted.

3. The Project is subject to mitigation measures found within the adopted Mitigated Negative Declaration for the Project.

4. The Project is hereby approved incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in Exhibit B, all of which are incorporated herein.

SECTION 2.

This ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

---------o0o---------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Exhibits: A Zone Change Map
B Legal Description

EXHIBIT "A"

GENERAL PLAN AMENDMENT
AND ZONE CHANGE

ALL THAT PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.B.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA; ALSO BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 12143 AS RECORDED AUGUST 11, 2015 IN PARCEL MAP BOOK 60 AT PAGES 33 AND 34 IN THE OFFICE OF THE KERN COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1 MARKED BY A SPINDLE AND TAG R.C.E. 17564; THENCE S.44°16'10"E. ON AND ALONG THE NORTHEASTLY LINE OF SAID PARCEL 1, ALSO BEING THE CENTERLINE OF SANTA FE WAY, A DISTANCE OF 1794.14 TO THE INTERSECTION OF RENFRO ROAD AS SHOWN ON SAID PARCEL MAP; THENCE DEPARTING SAID NORTH-EASTERLY LINE OF PARCEL 1, S.45°32'02"W. ON AND ALONG THE CENTERLINE OF RENFRO ROAD, A DISTANCE OF 300.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1; THENCE DEPARTING SAID CENTERLINE OF RENFRO ROAD, N.44°16'10"W. ON AND ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 1493.82 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1, ALSO BEING THE WEST LINE OF SAID SECTION 14; THENCE N.00°46'37"E. ON AND ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 423.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.322 ACRES GROSS.

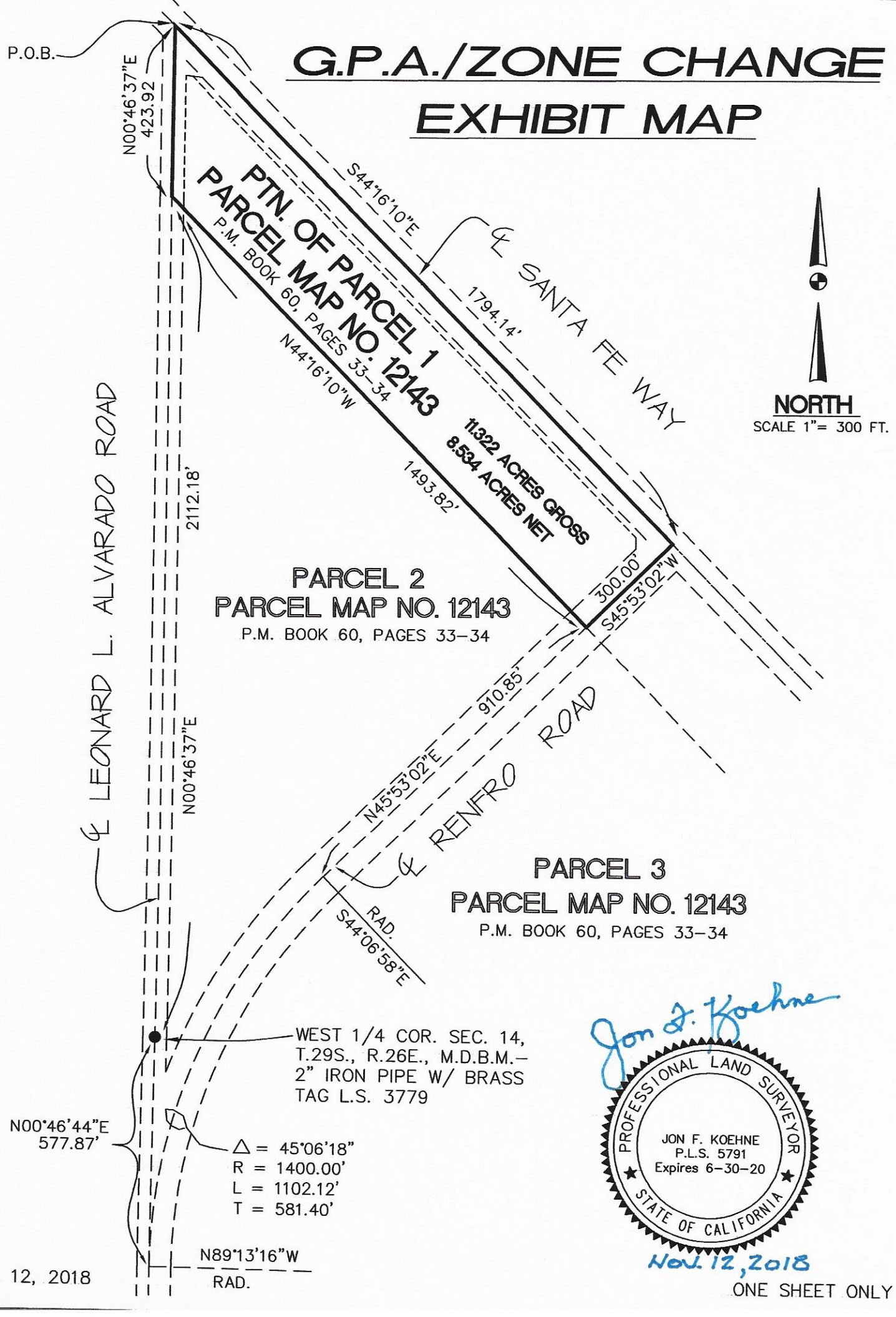
Jon F. Koehne

PROFESSIONAL LAND SURVEYOR
JON F. KOEHNE
P.L.S. 5791
Expires 6-30-20
STATE OF CALIFORNIA

Nov. 12, 2018

NOV. 12, 2018

G.P.A./ZONE CHANGE EXHIBIT MAP



Jon F. Koehne

PROFESSIONAL LAND SURVEYOR
JON F. KOEHNE
P.L.S. 5791
Expires 6–30–20
STATE OF CALIFORNIA

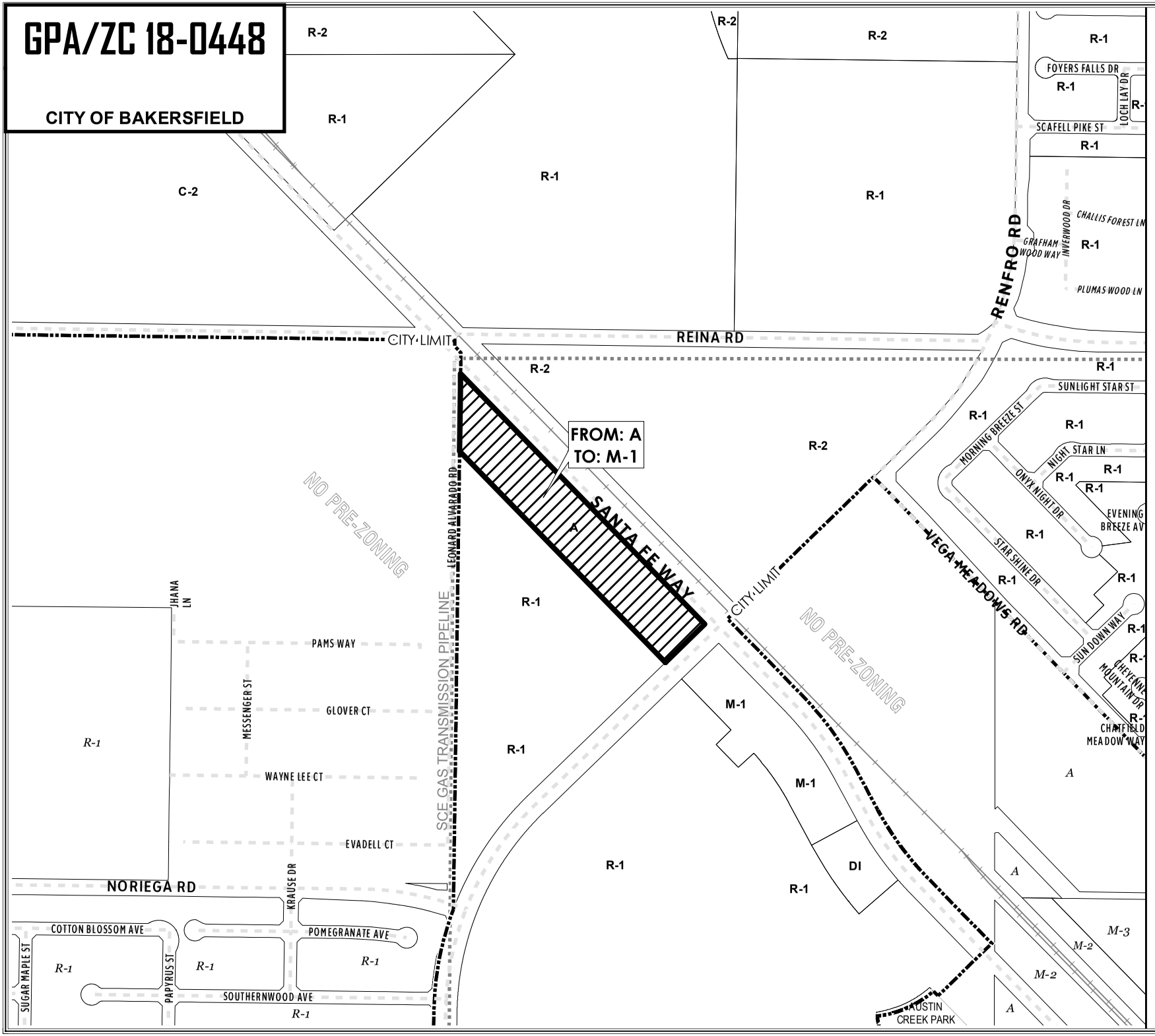
Nov. 12, 2018

NOV. 12, 2018

ONE SHEET ONLY

GPA/ZC 18-0448

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
- E 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

N

Feet

0 330 660

Document Name: 20190306_GPAs

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent - Ordinances e.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/25/2019

WARD: Ward 7

SUBJECT: Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One Family Dwelling) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres located generally on the southeast corner of the Hosking Avenue and South H Street intersection. ***(FR 7/17/2019)***

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on July 17, 2019 and the General Plan Amendment (GPA) component of the project was also approved.

The project includes a Zone Change (ZC) from R-1 (One Family Dwelling) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres. The project is located generally on the southeast corner of the Hosking Avenue and South H Street intersection. If approved, the project proposes to develop a 4,200 square foot (sf) fast food restaurant with a drive-thru, a 3,000 sf convenience store with a gas station and car wash, a 6.86-acre mini storage facility, and a sump. The gas station and car wash would include eight gas pumps, a tunnel carwash, and approximately 18 vacuum stations. The proposed project would also include approximately 63 parking spaces. An eight-foot high solid masonry wall would separate the project site from the residential land uses located immediately to the east. Access to the project would be provided on Hosking Avenue and South H Street. Access off of South H Street would be provided over the Kern Island Canal through the construction of an extended box culvert.

ATTACHMENTS:

	Description	Type
🗋	Ordinance Approving ZC (2nd Reading) w/ Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE SOUTH H STREET AND HOSKING AVENUE INTERSECTION (GPA/ZC NO. 18-0457).

WHEREAS, DeWalt Corporation for Daniel and Susan Duncan, filed an application with the City of Bakersfield Development Services Department requesting an amendment to the land use map designation of the *Metropolitan Bakersfield General Plan* from LR (Low Density Residential) to GC (General Commercial) on 12.97 acres and an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from R-1 (One Family Dwelling) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 12.97 acres, located generally on the southeast corner of the South H Street and Hosking Avenue intersection (the "Project"); and

WHEREAS, the applicant and/or property owner has indicated the purpose of the Project is for the development of commercial uses including a fast food restaurant, convenience store with a gas station and car wash, and a mini-storage facility on 12.97 gross acres; and

WHEREAS, the Planning Commission held a public hearing on June 6, 2019, and approved Resolution No. 66-19, which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration for the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, Mitigated Negative Declaration and the Planning Commission's deliberation, and action; and

WHEREAS, the Project is consistent with the *Metropolitan Bakersfield General Plan*.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED by the Bakersfield City Council as follows:

1. The above recitals, incorporated herein, are true and correct.

2. The Planning Commission's findings as contained in its Resolution No. 66-19 are hereby adopted.

3. The Project is subject to mitigation measures found within the adopted Mitigated Negative Declaration for the Project.

4. The Project is hereby approved incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in

Exhibit B, all of which are incorporated herein.

SECTION 2.

This ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

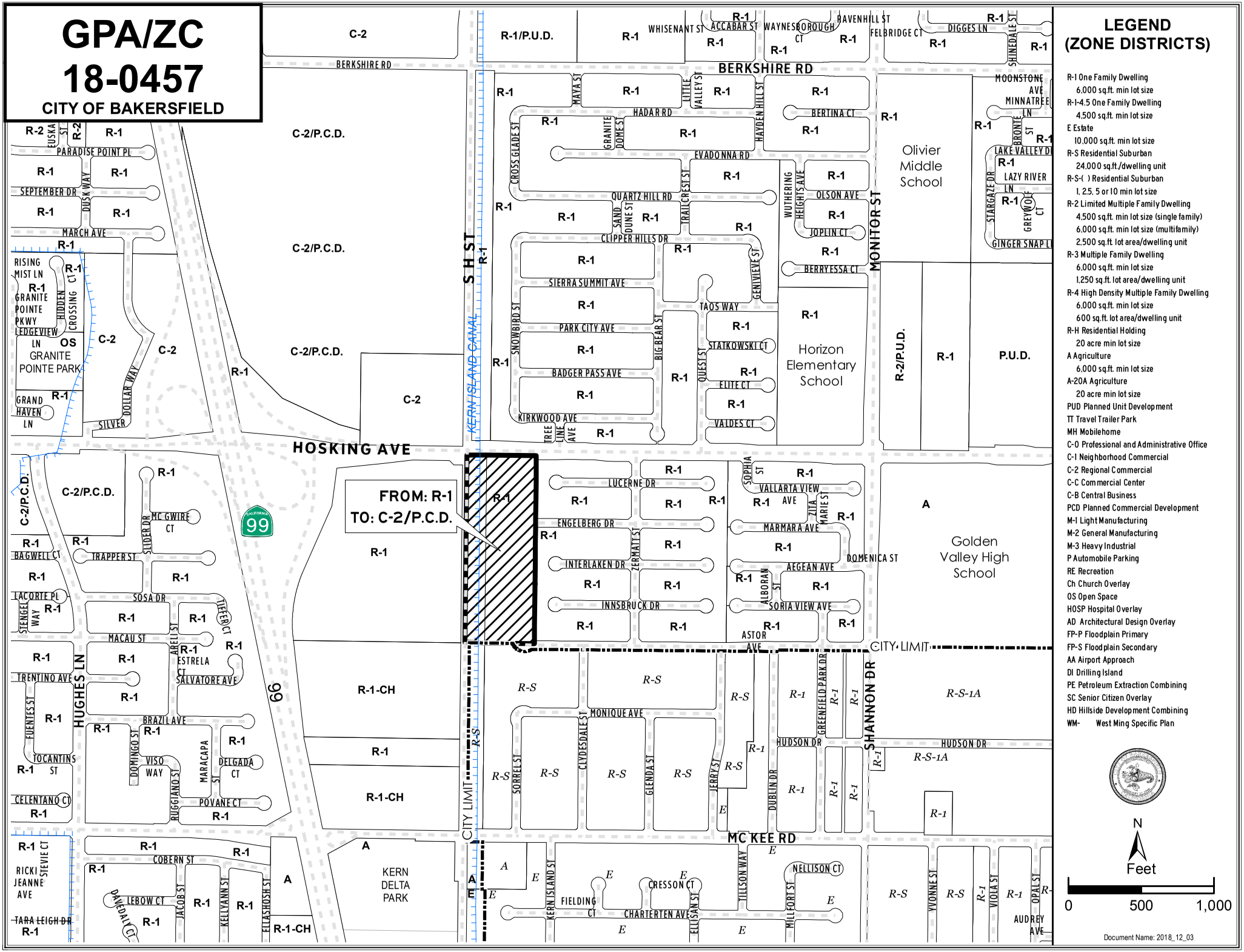
APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Exhibits: A Zone Change Map
B Legal Description

GPA/ZC 18-0457

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
- E 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

N

Feet

0 500 1,000

Document Name: 2018_12_03

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE N ½ OF THE NW ¼ OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.M., IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE EAST 70 ACRES.



ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Ordinances f.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/25/2019

WARD: Ward 7

SUBJECT: Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling) and C-2 (Regional Commercial) on 0.64 acres to all C-2 (Regional Commercial) on 0.64 acres located at 1720 Planz Road, northwest of the South H Street and Planz Road intersection. ***(FR 7/17/2019)***

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on July 17, 2019 and the General Plan Amendment (GPA) component of the project was also approved.

The project includes a Zone Change (ZC) from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling) and C-2 (Regional Commercial) on 0.64 acres to all C-2 (Regional Commercial) on 0.64 acres. The project is located at 1720 Planz Road, northwest of the South H Street and Planz Road intersection. A tire shop is currently maintained and operated on the project site. The current proposal is a clean-up to remedy split zoning that exists on the project site, and to change the land use to be consistent with the zoning. The project site is currently split zoned R-S, R-3, R-4, and C-2 with an HR land use designation. The proposed change in land use from HR to GC and the multiple zones to C-2 will allow the operation of the existing business in compliance with the General Plan and Zoning Ordinance. No additional or new development is proposed. The proposed changes are to the land use and zoning maps only.

ATTACHMENTS:

	Description	Type
🗋	Ordinance Approving ZC (2nd Reading) w/ Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT, LOCATED AT 1720 PLANZ ROAD, BAKERSFIELD, CALIFORNIA (GPA/ZC NO. 19-0039.

WHEREAS, Tanya Lopez submitted an application with the City of Bakersfield requesting an amendment to the land use map designation of the *Metropolitan Bakersfield General Plan* from HR (High Density Residential) to GC (General Commercial) on 0.64 acres and an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from R-S (Residential Suburban), R-3 (Multiple Family Dwelling), R-4 (High Density Multiple Family Dwelling), and C-2 (Regional Commercial) to only C-2 on 0.64 acres, located at 1720 Planz Road, Bakersfield, California 93304 (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on June 6, 2019, and approved Resolution No. 69-19, which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted a Notice of Exemption for the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, and the Planning Commission's deliberation, and action; and

WHEREAS, the Project is consistent with the *Metropolitan Bakersfield General Plan*.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED by the Bakersfield City Council as follows:

1. The above recitals, incorporated herein, are true and correct.

2. The Planning Commission's findings as contained in its Resolution No. 69-19 are hereby adopted.

3. The Project is hereby approved incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in Exhibit B, all of which are incorporated herein.

SECTION 2.

This ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____

KAREN GOH
MAYOR of the City of Bakersfield

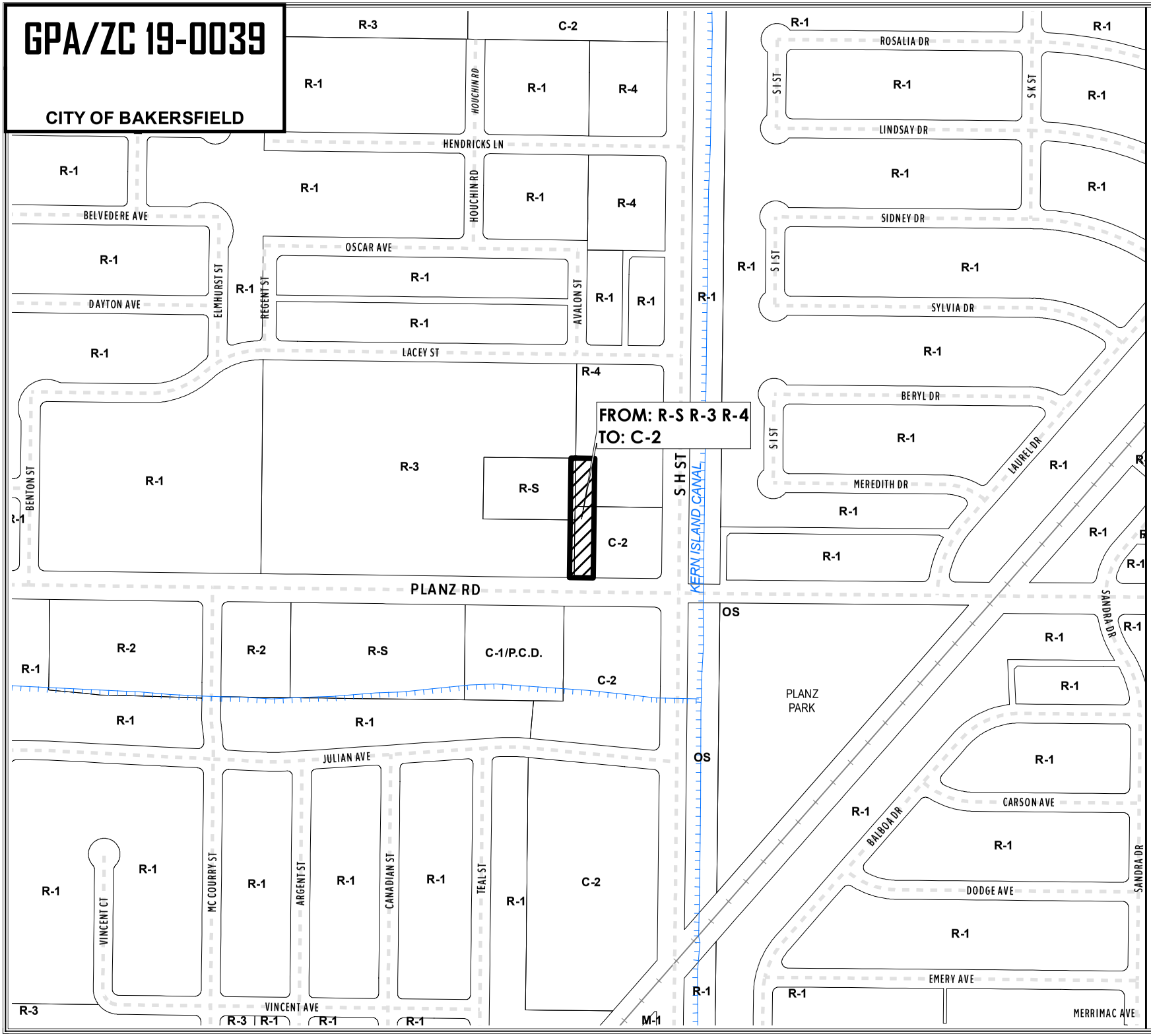
APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Exhibits: A Zone Change Map
B Legal Description

GPA/ZC 19-0039

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
E 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

N

Feet

0 225 450

Document Name: 20190306_GPAs

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Kern, City of Bakersfield, described as follows:

THE EAST HALF OF THE WESTERLY 150 FEET OF THE EASTERLY 420 FEET OF THE SOUTHERLY 420 FEET OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 023-172-18-01-3



Mar 4, 2019

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Ordinances g.

TO: Honorable Mayor and City Council

FROM: Richard Iger, Deputy City Attorney

DATE: 7/29/2019

WARD:

SUBJECT: Adoption of an Ordinance amending Chapter 16.24 Subsection 16.24.090 of the Municipal Code relating to Vesting Tentative Maps. ***(FR 7/17/2019)***

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance.

BACKGROUND:

On July 17, 2019, City Council held the first reading of the ordinance to automatically provide an extension as allowed by the Subdivision Map Act and repealed Resolution 118-05. The purpose of this action is to encourage development and remove barriers that make it less desirable to develop within the city of Bakersfield. This ordinance will result in an automatic extension of the initial one year vesting period by an additional year as permitted by the SMA, for a total of two years to exercise vested rights.

ATTACHMENTS:

	Description	Type
🗋	Ordinance - 16.24.090 - vesting tentative maps	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 16.24 SUBSECTION 16.24.090 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO VESTING TENTATIVE MAPS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Sections 16.24.090 of the Bakersfield Municipal Code is hereby amended to read as follows:

16.24.090 Vesting on approval of vesting tentative map.

A. The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards described in Government Code Section 66474.2.

However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved.

B. Notwithstanding subsection A of this section, a permit, approval, extension, or entitlement may be made conditional or denied if any of the following are determined:

1. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both; or

2. The condition or denial is required in order to comply with state or federal law.

C. The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided in Section 16.24.080. If the final map is approved, these rights shall last for the following periods of time:

1. An initial time period of twelve months. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.

2. The initial time period set forth in subsection (C)(1) of this section shall be automatically extended by any time used for processing a complete application for a grading permit or for design or architectural review, if such processing exceeds thirty days, from the date a complete application is filed.

3. The initial time period set forth in subsection (C)(1) of this section shall be automatically extended by one year as permitted by Government Code section 66494.5 without the need for a separate application.

4. If the subdivider submits a complete application for a building permit during the periods of time specified in subsections (C)(1) through (3) of this section, the rights referred to herein shall continue until the expiration of that permit, or any extension of that permit. The time limits set forth herein shall specifically apply only to those building permit applications submitted during the periods of time specified in subsections (C)(1) through (3) of this section. The expiration and extension of such building permits shall be governed by the specific provisions of Chapter 15.05 of this code (Building Code) pertaining to permit issuance.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

RI:vlg

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ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Ordinances h.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 7/18/2019

WARD:

SUBJECT: Adoption of the following ordinances amending various sections of the Bakersfield Municipal Code and resolution ***(FR 7/17/2019):***

1. Amending Section 2.84.020 relating to Salary Plan
2. Amending Section 12.60.030 relating to Creation of Easements by Recorded Covenants
3. Amending Section 14.12.415 relating to Sewer Violation Appeals
4. (a) Amending Section 16.32.060 relating to Tract Improvements; (b) Resolution repealing Resolution No. 053-09 related to the Morning Drive – College Avenue planned major thoroughfare area
5. Amending Section 16.32.100 relating to Survey Requirements—Monuments
6. Amending Section 17.06.050 relating to Designation of Zones

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STAFF RECOMMENDATION:

Staff recommends adoption of ordinances and adoption of resolution.

BACKGROUND:

Periodically, various Departments throughout the City request minor changes to the Bakersfield Municipal Code (BMC). Generally, the changes are being sought to make a section read better or to reflect current practice or correct typographical errors, or to comply with new rules and regulations.

The following is a list of ordinance changes that are being recommended by Staff:

1. BMC Section 2.84.020. This update makes this section consistent with state and federal law so that potential step increases are not delayed when employees take job-protected leave, such as time off work due to an illness, disability and/or family leave.

2. BMC Section 12.60.030. This revision clarifies that an applicant pays the recording fees to release a covenant. The existing language is vague as to who pays, but the standard practice has been to make the applicant pay.

3. BMC Section 14.12.415. This amendment changes appeals of decisions, actions, or determinations relating to sewer use permits, and industrial wastewater discharges. Currently sewer permit and industrial wastewater violation appeals are decided by city council. This change would enable the city manager, or designee, to hear the appeal, which is consistent with other City appeal processes. This update also clarifies the City's practice that any discharger, not just industrial users, can be prevented from accessing the city's sewer system and treatment plants in order to prevent threatened damage or harm to the health and safety of the public.

4. (a) BMC Section 16.32.060. This update removes the Morning Drive—College Avenue planned bridge and major thoroughfare area from this section. The Morning Drive—College Avenue planned bridge and major thoroughfare area was established by the City Council in 2009 as a fee collection tool to finance certain roadway improvements in the Northeast. The new Morning Drive/SR 178 interchange now provides access to south of SR178 that did not exist in 2009. Additionally, access to a majority of the area has been provided, and those remaining improvements are no longer necessary. For these reasons, the need for the Morning Drive-College Avenue planned bridge and major thoroughfare area as a reimbursement mechanism is no longer needed.

(b) Since the Morning Drive—College Avenue planned bridge and major thoroughfare area was established by Resolution No. 053-09 and is no longer needed as a reimbursement mechanism, it is appropriate at this time in conjunction with the second reading of the ordinance to take the additional step to consider a resolution repealing Resolution No. 053-09 relating to the Morning Drive – College Avenue planned major thoroughfare area in order to terminate the planned bridge and major thoroughfare area.

5. BMC Section 16.32.100. This proposed revision will prevent intersection monuments from being placed in the gutter. Monuments should not be placed in the gutter because they create an uneven surface within the gutter, and water flowing over monuments may cause damage over time.

6. BMC Section 17.06.050. On March 6, 2019, the Agricultural – Water recharge combining zone (A-WR) was created to allow water recharge to occur on agricultural land that is outside of the floodplain zones. The Ordinance creating the A-WR zone (Ord. 4970) did not add the A-WR zone to the list of all designated zones contained in BMC 17.06.050. This amendment adds the A-WR zone to the list of designated zones in the BMC.

ATTACHMENTS:

	Description	Type
🗋	Ordinance Amending 2.84.020	Ordinance
🗋	Ordinance Amending 12.60.030	Ordinance
🗋	Ordinance Amending 14.12.415	Ordinance
🗋	Ordinance Amending 16.32.060	Ordinance
🗋	Resolution Repealing Resolution No. 053-09	Resolution

- Ordinance Amending 16.32.100 Ordinance
- Ordinance Amending 17.06.050 Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 2.84.020 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO SALARY PLAN.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 2.84.020 of the Bakersfield Municipal Code is hereby amended to read as follows:

2.84.020 Salary plan.

The general basis for allocating a salary range of pay to a class or position is to provide "equal pay" for "equal work." This applies to the relationship between jobs of comparable cities and those in the community, as well as to the internal relationships among city positions.

A. Administration. The city manager shall administer the step salary plan and from time to time make recommendations to the council of the city on the allocation of salary range to classes or positions. The city council shall set the salary range for each class or position within the city service.

B. Step Salary Plan. The step salary plan shall consist of a salary range for each class or position title as listed in the Schedule of Salaries and Related Benefits adopted by resolution of the city council. Each class or position salary shall include a salary range with five steps of rates of pay. The five steps within a class or position salary range shall be administered in the following way:

1. Step One—First Step. The first step of each range is the beginning salary level and is the standard hiring rate for a class or position.

2. Step Two—Second Step. Employees shall be advanced to step two after six months of satisfactory service in step one and after advancement is recommended by the department head and approved by the city manager.

3. Step Three—Third Step. Employees may be advanced to step three of the salary range allocated to their class or position after a minimum time of one year of satisfactory work has been spent in step two, and after a recommendation has been made by the department head and approved by the city manager.

4. Step Four—Merit. This step is reserved for employees who are considered to be fully qualified in their class and who maintain a consistent satisfactory standard of work performance. An employee may be advanced to step four after a minimum of one year's service in step three, upon the

recommendation of the department head with the approval of the city manager. An employee advanced to step four of the pay range shall retain such status so long as job performance remains at the level required to attain this step.

5. Step Five—Merit. This step is to be considered a further and final step for employees who attain and maintain a thoroughly satisfactory standard of work performance. An employee may be advanced to step five after a minimum of one year's service in step four, upon recommendation of the department head with the approval of the city manager. An employee advanced to step five of the pay range shall retain such status as long as job performance remains at the level required to attain this step.

6. Y-rating—Positions Abolished. Employees who have had their position abolished and who are reallocated in city service in a different classification are considered to by Y-rated. Employees in step Y shall continue receiving the same rate of compensation until the rate of compensation of their new positions equals or exceeds their Y-rated salary or until the employee is appointed to a higher paying position, whichever shall occur first. The Y-rate shall not be applicable to layoffs.

C. Step Increases. No step increase shall be considered automatic or subject to increase by reason of time-in-service. All increases shall be based upon increased service value of the employee performance records, and must be recommended by the department head and approved by the city manager. Withholding recommendation for advancement to merit steps four and five shall not be considered a disciplinary action. All recommendations for salary step increases shall be submitted to the city manager for approval thirty calendar days before the effective date. Upon submission of satisfactory evidence and recommendation of the department head and the qualifications of the employee warrant, the city manager may authorize employment to any step. In computing length of service for step advancement purposes, service begins accruing from date of appointment to the position.

D. Merit Step Deferral. When an employee no longer meets the standards set for a merit step, the department head may recommend deferring a merit step increase. Such recommendation shall be made upon an Employee Performance Evaluation Form with a copy furnished to the employee of proposed deferral. If and when the employee's performance has improved to the point that a merit step increase is justified, the department head shall initiate and forward Personnel Action Form to the human resources manager for approval.

E. Merit Step Reduction. When an employee no longer meets the standards set for a merit step, the department head may recommend withdrawal of the merit step increase. Such recommendation shall be made upon the Employee Performance Evaluation Form with a copy furnished to the employee sixty calendar days prior to the effective date of proposed reduction. Reevaluation of the withdrawal recommendation on an Employee Evaluation Form with a copy furnished to the employee shall be made by the department

head thirty calendar days prior to the effective date of action. If the withdrawal recommendation is maintained and approved by the city manager, the employee shall be reduced by one merit step. Employees no longer meeting standards established may be reduced for all merit steps following the above procedure. Any employee reduced from a merit step shall again be eligible for advancement six months after effective date of reduction.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:pd
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ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 12.60.030 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO CREATION OF EASEMENTS BY RECORDED COVENANTS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 12.60.030 of the Bakersfield Municipal Code is hereby amended to read as follows:

12.60.030 Release of covenant.

A. Upon application by any person, and payment of the fee therefor, the planning commission shall hold a public hearing to determine whether the restriction of the property is no longer necessary to achieve the land use goals of the city. The decision of the planning commission following such hearing shall be final.

B. Provided a determination is made by the planning commission that such restriction is no longer necessary, the public works manager shall record a release of such covenant, with applicant paying all applicable recording fees.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:pd

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ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 14.12.415 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO SEWER VIOLATION APPEALS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 14.12.415 of the Bakersfield Municipal Code is hereby amended to read as follows:

14.12.415 Appeals.

A. Any discharger, permit applicant, or permit holder affected by any decision, action or determination by the city engineer, interpreting or implementing the provisions of this chapter, including, without limitation, the provisions of this chapter, or any industrial wastewater discharge permit issued hereunder by the city, may file with the city clerk, within ten days of the date of service of such decision, action or determination, a written notice of appeal to the city manager, or designee appealing such decision, action or determination by the city engineer. The notice of appeal shall set forth in detail all relevant facts supporting the appeal of the decision of the city engineer. The filing of the notice of appeal shall stay further action required under any notice of violation or cease and desist orders and accumulation of interest upon penalties thereon, pending final decision by the city manager, or designee on the appeal; provided, however, that nothing stated in this section shall limit the authority of the city engineer to take such action or to make such directives as the city engineer deems necessary to stop or prevent an ongoing or threatened violation of any of the provisions of this chapter including, actions or directives to prevent or stop:

1. Threatened damage to the POTW, the sewer or the wastewater treatment plant;

2. A pass through; or

3. Threatened harm to the health or safety of the public. Such action shall include, without limitation, continuing to physically block the discharger's or industrial user's access to the sewer or POTW until the appeal is heard and decided by the city manager, or designee.

B. Upon an appeal brought to the city manager, or designee by the written notice of appeal, the city manager, or designee shall set the matter for hearing and after said hearing may affirm, overrule or modify the decision, action

or determination of the city engineer which is the subject of the appeal. The city manager, or designee shall have the further authority to condition any penalties imposed or the corrective action required or to reduce or increase the penalties imposed by the city engineer. Failure of the discharger or industrial user to comply with the city manager's, or designee's decision or to make arrangements for compliance satisfactory to the city engineer within ten days of the date of the city manager's, or designee's decision shall result in the termination of the discharger's or industrial user's right to discharge into the sewer. If the industrial user is discharging pursuant to an industrial wastewater discharge permit, such inaction shall result in the termination of the industrial user's permit. The city engineer shall thereupon order physical termination of the service forthwith which service shall not be resumed until the industrial user fully complies with the city manager's, or designee's decision.

C. Appeal decisions made by the city manager, or designee shall be final for all administrative purposes and, except as to civil penalty imposed according to the procedure provided by this chapter, shall be subject to review under the provisions of the Code of Civil Procedure Section 1085 (with respect to decisions not requiring an evidentiary hearing) or Code of Civil Procedure Sections 1094.5 through 1094.6 (with respect to decisions made after an evidentiary hearing). All judicial review shall be based on abuse of legal discretion/substantial evidence standard.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:pd

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ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16.32.060 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO TRACT IMPROVEMENTS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 16.32.060, Sub-section F(1) of the Bakersfield Municipal Code is hereby amended to read as follows:

Chapter 16.32 IMPROVEMENTS
16.32.060 Tract map improvements—In subdivisions for which final tract map is required.

F. Bridge Crossings and Major Thoroughfares.

1. Prior to filing any final tract or parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing the following bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan:

a. Ashe Road planned bridge and major thoroughfare area;
b. Hageman Road planned major thoroughfare area;
c. Miramonte Drive—Chase Avenue planned major thoroughfare area;
d. Panama—Buena Vista Bridge and major thoroughfare area;
e. West Beltway planned major thoroughfare area;
f. West Ming—Kern River Canal Bridge District;
g. Taft Highway—Farmer's Canal Bridge District;
h. East Panama Lane—Central Canal (North Half) Bridge District.

2. In order for such fees to be assessed and collected, the following requirements must be met:

a. The bridge or thoroughfares for which costs are to be assessed are identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. The primary purpose of the major thoroughfares is to carry through traffic and provide a network connecting to the state highway system.

b. A public hearing pursuant to Government Code Section 66484(a)(2) and (3) shall be held by the council for each area benefited, and the

boundaries of each such area, costs, and method of fee apportionment shall be set forth in a resolution to be adopted by the council.

c. Payment of fees shall not be required unless the major thoroughfares are in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the area of benefit.

d. Payment of fees shall not be required unless the planned bridge facility is an original bridge serving the area or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. The fees shall not be expanded to reimburse the cost of existing bridge facility construction.

e. The city clerk shall receive written protests and endorse on each protest the date and time it was filed.

i. No protest received after the time fixed for the public hearing shall be timely;

ii. If a written protest is filed by owners of more than one-half of the area of the property to be benefited by the improvement, and sufficient protests are not withdrawn so as to reduce the area represented to less than one-half of that to be benefited, then the proposed proceedings shall be abandoned, and the council shall not, for one year from the filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of this section;

iii. Any protests may be withdrawn by the owner protesting, in writing, at any time prior to the conclusion of a public hearing held pursuant to subsection (F)(2)(b) of this section;

iv. If any majority protest is directed against only a portion of the improvement, then all further proceedings under the provisions of this section to construct that portion of the improvement so protested against shall be barred for a period of one year, but the council may commence new proceedings not including any part of the improvement or acquisition so protested against. Nothing in this section prohibits the council, within that one-year period, from commencing and carrying on new proceedings for the construction of a portion of the improvement so protested against if it finds, by the affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with that portion of the improvement or acquisition.

3. Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area.

Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o---------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:vlg/pd
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BAKERSFIELD REPEALING RESOLUTION NO. 053-09 RELATED TO THE MORNING DRIVE-COLLEGE AVENUE PLANNED BRIDGE AND MAJOR THOROUGHFARE AREA AND MAKING FINDINGS RELATIVE THERETO.

WHEREAS, on May 6, 2009, the City Council adopted Resolution No. 053-09, establishing the Morning Drive-College Avenue Planned Bridge and Major Thoroughfare Area as a fee collection tool to finance designated roadway improvements in the Northeast; and

WHEREAS, the newly constructed Morning Drive/SR 178 interchange now provides access to south of SR 178 that did not exist in 2009; and

WHEREAS, since access to a majority of the district area has been provided, any remaining roadway improvements designated in the district area are no longer necessary; and

WHEREAS, since no additional roadway improvements are necessary, the need for the Morning Drive-College Avenue Planned Bridge and Major Thoroughfare Area as a reimbursement mechanism is no longer needed; and

WHEREAS, there are no collected fees remaining in the district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council finds and determines that the foregoing recitals are true and correct.

Section 2. Resolution No. 053-09 is hereby repealed and proceedings thereunder are abandoned.

Section 3. This resolution shall take effect from and after its passage and adoption.

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HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER_____
ABSTAIN:	COUNCILMEMBER_____
ABSENT:	COUNCILMEMBER_____

_____
JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By_____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:vlg/pd

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ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16.32.100 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO SURVEY REQUIREMENTS—MONUMENTS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 16.32.100 of the Bakersfield Municipal Code is hereby amended to read as follows:

16.32.100 Survey requirements—Monuments.

A. At the time of making the survey for the final tract or parcel map, the engineer or surveyor shall set sufficient durable monuments to conform with the standards described in Section 8771 of the Business and Professions Code so that another engineer or surveyor may readily retrace the survey.

B. Such engineer or surveyor shall set monuments as follows:

1. Set city standard monuments and encasements at all intersections of street centerlines, except as noted in 1.1, beginning and ending of all curves on streets within the subdivision and at the intersection of the centerline of the streets and the subdivision boundary, except that city standard monuments and encasements need not be set at the intersection of the centerline of the streets and phase boundaries, unless that phase boundary monument is required to comply with other provisions of this chapter. On all curved streets, a sufficient number of monuments shall be set so that connecting chords shall be wholly within the street roadway between curbing. The engineer or surveyor shall measure the vertical elevation based upon data approved by the city engineer, data for each city standard monument set and shall provide a record of this data to the city engineer.

1.1 At the intersection of streets which form a knuckle, street centerline monuments shall be set at the beginning and ending of the centerline curve connecting the two streets.

2. Set two-inch iron pipe twenty-four inches long, filled with concrete and properly tagged, or with a two-inch by two-inch by twelve-inch redwood stake driven into the center and properly tagged or equal as approved by the city engineer, at all angle points and beginning and ending of all curves on the exterior boundary of the subdivision. All boundary monuments shall be in place

prior to recordation of the map. The city engineer may, by a field survey, satisfy him or herself that all monuments actually exist and that their positions are correctly shown. Depth of boundary monuments shall be not less than six inches or more than thirty inches.

3. Set two-inch by two-inch by twelve-inch redwood stakes with tag, iron rod with cap or iron pipe with cap and properly tagged at all angle points and beginning and ending of all curves on the boundary of each lot or parcel, which angle point is not covered in subsection (B)(1) or (2) of this section. For front lot or parcel corners, reference points, consisting of "penny" tags epoxied in place together with chisel marks on the top of curbs, may be substituted for the required redwood stake, iron rod or iron pipe. For rear lot corners of double-frontage lots, reference points, consisting of concrete nails and tags mounted on the rear masonry wall, on the lot side, at a visible elevation, may be substituted for the required redwood stake, iron rod or iron pipe.

4. When any of the above-described boundary points fall in a concrete sidewalk, curb, wall, coping, etc., such points shall be marked with a concrete nail and tag.

5. All monuments in subsections (B)(1) and (2) of this section shall be so set as to insure an unobstructed sight between adjacent monuments, whenever feasible, and in no case shall the distance between monuments exceed two thousand seven hundred feet, unless prior approval is obtained from the city engineer.

6. All monuments shall be permanently marked with the certificate number of the engineer or surveyor setting it, preceded by the letters R.C.E. or L.S. respectively, as the case may be.

7. The character, type and position of all monuments and encasements shall be noted on the final map. If a monument is replaced, indicate type and condition of monument found and the date of replacement.

8. A traverse of the boundaries of the map and of all the lots, or parcels, and blocks must close within a limit of error not in excess of one foot in twenty thousand feet.

9. All distances must be expressed on the map to the nearest one one hundredth of one foot.

10. Any monuments or stakes disturbed by the improvements shall be reset. Where no streets are to be improved, the subdivider shall post a faithful performance bond to guarantee the setting of all the above stakes and monuments.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:pd
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ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 17.06.050 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO DESIGNATION OF ZONES.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.06.050 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.06.050 Designation of zones.

The several classes of zones into which the city is divided are designated as follows:

A	Agricultural zone;
A-20A	Agricultural (twenty-acre minimum lot size) zone;
A-WR	Agriculture - WR (Agricultural - Water Recharge Combining) zone;
AA	Airport approach zone;
AD	Architectural design zone;
C-1	Neighborhood commercial zone;
C-2	Regional commercial zone;
C-B	Central business zone;
C-C	Commercial center zone;
C-O	Professional and administrative office zone;
CH	Church combining zone;
DI	Drilling island district;
E	Estate, one-family dwelling zone;
FP-P	Floodplain primary zone;
FP-S	Floodplain secondary zone;
HD	Hillside development combining zone;

HOSP	Hospital zone;
M-1	Light manufacturing zone;
M-2	General manufacturing zone;
M-3	Heavy industrial zone;
MH	Mobile home zone;
OS	Open space zone;
P	Automobile parking zone;
PCD	Planned commercial development zone;
PE	Petroleum extraction combining zone;
PUD	Planned unit development zone;
R-1	One-family dwelling zone;
R-1-4.5	Small lot single one-dwelling zone (four thousand five hundred square foot minimum lot size);
R-2	Limited multiple-family dwelling zone (minimum lot area, two thousand five hundred square feet per unit);
R-3	Multiple-family dwelling zone (minimum lot area, one thousand two hundred fifty square feet per unit);
R-4	High density multiple-family dwelling zone (minimum lot area, six hundred square feet per unit);
R-S	Residential suburban zone;
R-S-10A	Residential suburban (ten-acre minimum lot size) zone;
R-S-1A	Residential suburban (one-acre minimum lot size) zone;
RS-2.5A	Residential suburban (two-and-one-half-acre minimum lot size) zone;
R-S-5A	Residential suburban (five-acre minimum lot size) zone;
RE	Recreation zone;
RH	Residential holding zone;
SC	Senior citizen zone;
TT	Travel trailer park zone.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney
JHR:pd
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ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Art Chianello, Water Department Manager

DATE: 7/11/2019

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

SUBJECT: Resolution dispensing with bidding under section 3.20.060.D.5 of the Bakersfield municipal code relating to design/build construction procurement process for the SCADA system which will provide real-time monitoring of river water flows and allows for the data to be archived.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

BACKGROUND:

On May 23rd, 2018 council approved a resolution authorizing the Water Resources Manager to apply for the Water and Energy Efficiency WaterSMART Program administered by the United States Bureau of Reclamation for a SCADA project. Water Department has applied and has received confirmation of grant funds.

The proposed SCADA system will provide real-time continuous monitoring of river water flows and allows for data to be archived. This project would install SCADA at approximately 20 points along the Kern River. This will allow for remote monitoring of water delivery conditions (flow rates, water elevations, control device openings, etc.). Furthermore, it should be noted that a state mandate (SB 88) requires SCADA installation by the end of calendar year 2020.

The most efficient and cost effective approach for design and construction to install the SCADA system is the design/build project delivery method (Similar to the recent TCP mitigation project). Approval of a resolution is required to utilize the design/build construction procurement process. Municipal Code 3.20.060 D. 5 requires that a resolution be approved by City Council prior to utilizing the design/build process. Staff recommends the City Council adopt the resolution. There will be no General Fund associated with this resolution.

ATTACHMENTS:

	Description	Type
🗋	SCADA Reso	Resolution

- SCADA System Backup Material

RESOLUTION NO. _____

RESOLUTION DISPENSING WITH BIDDING UNDER SECTION 3.20.060(D)(5) OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO THE DESIGN/BUILD CONSTRUCTION PROCUREMENT PROCESS FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION AND AUTOMATION (SCADA) SYSTEM WHICH WILL PROVIDE REAL-TIME MONITORING OF KERN RIVER WATER FLOWS AND ALLOWS FOR THE DATA TO BE ARCHIVED.

WHEREAS, on May 23, 2018, City Council approved a resolution authorizing the Water Resources Manager to apply for a grant from the Water and Energy Efficiency WaterSMART Program administered by the United States Bureau of Reclamation for a SCADA project; and

WHEREAS, the Water Department applied for and has received confirmation of grant funds for the SCADA project; and

WHEREAS, the proposed SCADA system will provide real-time continuous monitoring of Kern River water flows and allows for data to be archived; and

WHEREAS, this project would install SCADA systems at approximately 20 points along the Kern River, and will allow for remote monitoring of water delivery conditions (flow rates, water evaluations, control device openings, etc.) as required by state law; and

WHEREAS, the use of the design/build methodology has been shown to be an effective method of reducing design and construction costs; and

WHEREAS, the use of design/build joins the construction and design of a project under one single legal entity thereby reducing conflicts; and

WHEREAS, the City Council believes the use of design/build is appropriate for certain unique projects where specialized design and construction methods are necessary and expertise must be employed; and

WHEREAS, the City Council believes the public and the procurement process can be adequately protected through the use of a fair competitive process for choosing a design/build entity which best serves the interests of the City; and

WHEREAS, on July 10, 2019, the Water Board directed staff to propose a

resolution to the City Council dispensing with bidding and utilizing the design/build construction procurement process for the SCADA project.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bakersfield as follows:

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

2. The SCADA project is appropriate for design/build because of the specialized nature of the design and construction of the project.

3. The SCADA project justifies an exception to the bidding process and the City Council hereby determines that the work, supplies, equipment and material can best be obtained through the design/build construction procurement process.

4. Upon adoption of this Resolution, the Water Resources Manager is authorized to proceed with the design/build procurement process, as set forth in the Bakersfield Municipal Code Section 3.20.060(D)(5) for the SCADA project.

5. The Water Resources Manager shall recommend a design/build entity that combines appropriately licensed contracting, architectural and engineering services, as needed, into one legal entity.

6. The Water Resources Manager shall invite no less than three appropriate design/build entities to participate in the selection process.

7. The Water Resources Manager shall, in a timely manner, bring the contract for award of the project to the City Council for approval with a report setting forth the reasons the award is recommended to the chosen design/build entity.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCIL MEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER	_____
ABSTAIN:	COUNCIL MEMBER	_____
ABSENT:	COUNCIL MEMBER	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:pd

ADMINISTRATIVE REPORT

MEETING DATE: August 14, 2019	**AGENDA SECTION**: Consent Calendar **ITEM**:

TO: Honorable Mayor and City Council **APPROVED**

FROM: Virginia Gennaro, City Attorney **DEPARTMENT HEAD**_____

DATE: August 7, 2019 **CITY ATTORNEY**_____

CITY MANAGER_____

SUBJECT: Resolution dispensing with bidding under section 3.20.060(D)(5) of the Bakersfield municipal code relating to the design/build construction procurement process for the Supervisory Control and Data Acquisition and Automation (SCADA) system which will provide real-time monitoring of Kern River water flows and allows for the data to be archived.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

BACKGROUND:

On May 23rd, 2018, Council approved a resolution authorizing the Water Resources Manager to apply for a grant from the Water and Energy Efficiency WaterSMART Program administered by the United States Bureau of Reclamation for a SCADA project. The Water Department has received confirmation that it will receive said grant funds.

The proposed SCADA system will provide real-time continuous monitoring of Kern River water flows and allows for data to be archived. This project would install SCADA systems at approximately 20 points along the Kern River, and will allow for remote monitoring of water delivery conditions (flow rates, water elevations, control device openings, etc.). Furthermore, it should be noted that a state mandate (SB 88) requires SCADA installation by the end of calendar year 2020.

The design/build method (similar to the recent TCP mitigation project) is the most efficient and cost effective approach to install the SCADA system. Bakersfield Municipal Code section 3.20.060 (D) (5) requires that a resolution be approved by City Council prior to utilizing the design/build process. Staff recommends City Council adopt this resolution to dispense with bidding and move forward with the design/build process.

JHR:pd
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ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions j.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/26/2019

WARD:

SUBJECT: Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

Assessment hearing was held on July 8, 2019, by the City Manager designee and all proposed charges were confirmed. The subject properties listed in Exhibit A (attached) were in violation of Chapter 8.27 of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter. The property owners were notified and failed to comply with the notices to abate such public nuisance. After a hearing duly noticed and held before the Building Director, the Director issued orders requiring the property owner to abate the public nuisance. The subject properties are listed in Exhibit A.

The owners of the listed properties failed to commence the required work as ordered by the Building Director to abate a public nuisance. As permitted under Chapter 8.80 of the Bakersfield Municipal Code, the public nuisances listed in Exhibit A were abated under the direction of the Chief Code Enforcement Officer. The costs incurred by the City can be assessed against the property as provided for in Chapter 8.80 of the Bakersfield Municipal Code. Property owners had been given notice of their right to appear at the hearing on this matter before the City Manager designee and to object to the correctness of the costs incurred by the City to remove the public nuisance. The City Manager designee has approved the assessments associated with the properties.

The Council will need to confirm the approval of the City Manager designee of the costs incurred

by the City for work performed to remove the public nuisance and order that such costs be made a lien against the property. This will be done by adoption of the attached resolution.

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution
🗋	Declaration	Exhibit
🗋	Exhibit A	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD CONFIRMING THE APPROVAL BY THE CITY MANAGER DESIGNEE OF THE REPORT OF THE CHIEF CODE ENFORCEMENT OFFICER REGARDING ASSESSMENTS OF CERTAIN PROPERTIES IN THE CITY OF BAKERSFIELD FOR WHICH STRUCTURES HAVE BEEN SECURED AGAINST ENTRY OR FOR THE ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER AND AUTHORIZING COLLECTION OF THE ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR.

WHEREAS, the properties in the City of Bakersfield described by assessor parcel number and street address in Exhibit "A" were determined to be in violation of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter; and

WHEREAS, notices and orders of the City of Bakersfield Building Department, as provided in Chapter 8.80 of the Bakersfield Municipal Code, were provided to the record owners of the aforementioned properties; and

WHEREAS, this assessment proceeding was duly noticed and a public hearing held on July 8, 2019, in City Hall North Conference Room B of the City of Bakersfield by the City Manager designee; and

WHEREAS, the City Manager designee has reviewed materials concerning the properties, the abatements and the assessments and has approved the assessments of the parcels;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield:

1. That the Chief Code Enforcement Officer caused work to be performed by contractors for removal of public nuisances and submitted and filed with the City Clerk a Report and Assessment List which describes the costs incurred by the City to abate such public nuisances and which is attached hereto as Exhibit "A", and made a part hereof by this reference.

2. The costs incurred and described in the Report and Assessment list, attached hereto as Exhibit "A" are hereby confirmed.

3. The cost of the abatement on the properties as described in Exhibit "A", are hereby made a lien and special assessment against said properties and the Chief Code Enforcement Officer is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1(b)-(c).

4. The assessments enumerated herein are not subject to Proposition 218.

5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).

6. That the property owners named in said Exhibit "A" may pay, or cause to be paid, the charges stated therein at the office of the Treasury Department, 1600 Truxtun Avenue, Bakersfield, California, at any time prior to the time the lien imposed under

Government Code Section 38773.1 and Bakersfield Municipal Code Section 8.80.190 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.

7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.

----------o0o----------

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES: COUNCILMEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCILMEMBER_____
ABSTAIN: COUNCILMEMBER_____
ABSENT: COUNCILMEMBER_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK *and Ex Officio Clerk of the Council of the City of Bakersfield*

APPROVED_____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:

VIRGINIA GENNARO
City Attorney

BY:_____
RICHARD IGER
Deputy City Attorney

EXHIBIT "A"

REPORT AND ASSESSMENT LIST
AND DECLARATION OF
DAVID PAQUETTE IN SUPPORT THEREOF

In the matter of the properties listed in the attached Exhibit "A":

I, David Paquette, declare:

1. I am the duly appointed Code Enforcement Supervisor of the City of Bakersfield, California. I am making this declaration pursuant to Chapter 8.80 of the Bakersfield Municipal Code.

2. As provided by Chapter 8.80 of the Bakersfield Municipal Code and pursuant to an order of the Building Director, the Code Enforcement Division removed the public nuisances on the properties listed in Exhibit "A" which is attached hereto and made a part hereof by this reference in May 2019. The costs incurred by the City to remove the public nuisances for each respective property set forth herein are also stated in the attached Exhibit "A".

3. Records of the Bakersfield Building Department reflect that on June 14, 2019 a copy of Notice of Filing Report and Assessment List for Abatement of Condition Constituting Public Nuisance and of Hearing Thereon was mailed to the owners of the properties and/or posted.

4. The foregoing matters are within my personal knowledge and if called as a witness herein, I could and would competently testify thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 26th day of July 2019, at Bakersfield, California.

_____

David Paquette
Code Enforcement Supervisor

EXHIBIT "A"
REPORT AND ASSESSMENT LIST FOR STRUCTURES
THAT HAVE BEEN SECURED AGAINST ENTRY
OR DECLARED SUBSTANDARD OR FOR
ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1. 171-223-20-00-0	804 Karma Court 19-458	Adil Imarhri 804 Karma Court Bakersfield, CA 93307	$436	$852	$1,288	1
2. 170-142-21-00-6	900 Melwood Street 18-7401	Ali Forouzanfar & Mary Jafari 11709 Marazion Hill Court Bakersfield, CA 93311	$0	$852	$852	1
3. 025-143-23-00-0	708 White Lane 19-1434	Zilco LLC PO Box 22793 Bakersfield, CA 93390	$0	$420	$420	1
4. 017-270-11-00-3	920 Eureka Street 19-907	Salahuddin Yacub Tauheed 920 Eureka Street Bakersfield, CA 93305	$0	$145	$145	2
5. 017-330-03-00-7	1311 Eureka Street 19-1005	Yesenia Martinez PO Box 30007 Bakersfield, CA 93385	$399	$852	$1,251	2
6. 012-280-08-00-3	231 Flower Street 19-2439	Salvador Tejada 1418 18th Street Bakersfield, CA 93301	$0	$145	$145	2
7. 013-050-04-00-1	615 Grace Street 19-1459	Group V San Bernardino LP 4900 Santa Anita Av Ste 2C El Monte, CA 91731	$0	$145	$145	2
8. 015-400-17-00-4	1023 Robinson Street 19-1031	Rhona Holtzinger & John Holtzinger 13003 Covered Bridge Road Prospect, KY 40059	$350	$852	$1,202	2
9. 021-220-17-00-7	1000 Acacia Avenue 19-478	William R Price Jr 1000 Acacia Avenue Bakersfield, CA 93305	$1,066	$852	$1,918	3
10. 146-352-09-00-6	3401 Cedar Canyon Street 19-1821	David Skousen & Teresa Skousen 3401 Cedar Canyon Street Bakersfield, CA 93306	$0	$145	$145	3
11. 392-291-41-00-9	9313 Lanneau Court 19-1840	Dilminder Pannu 1338 Linda Vista Avenue Porterville, CA 93257	$0	$420	$420	5
12. 499-500-06-00-9	5806 Clear Valley Court 19-214	Frederick Hampton 5806 Clear Valley Court Bakersfield, CA 93313	$0	$420	$420	6
13. 355-331-03-00-9	2908 N Half Moon Drive 19-2370	Joshua Pair 6300 White Lane Suite T Bakersfield, CA 93309	$0	$145	$145	6
14. 385-121-08-00-2	6900 Palmetto Court 19-2527	Robert Sotello 6900 Palmetto Court Bakersfield, CA 93309	$3,500	$432	$3,932	6
15. 023-304-01-00-5	2409 Oakwood Drive 19-2372	Harolyn Johnson PO Box 9724 Bakersfield, CA 93309	$0	$145	$145	7

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
16. 405-351-10-00-9	1820 Verbena Drive 19-2153	Jalt Invs Inc 1207 Engelberg Drive Bakersfield, CA 93307	$0	$145	$145	7
17. 023-303-10-00-4	2121 Woolard Drive 19-1468	Cobra 28 8 LP 4900 Santa Anita Av Suite 2C El Monte, CA 91731	$0	$420	$420	7

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions k.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 7/31/2019

WARD: Ward 3

SUBJECT: Resolution ordering judicial foreclosure of delinquent assessments within Assessment District No. 05-1 pursuant to the Improvement Bond Act of 1915, and ordering that the tax collector be credited with those assessments.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The City has conducted special assessment proceedings from time to time, resulting in the issuance and sale of improvement bonds to assist developers in financing public improvements. The City in the Hills District 05-1 was formed in December 2005 for such purposes.

The City is responsible to place the annual assessments on the tax roll and remit amounts collected to the paying agent to make the semi-annual interest and annual principal payments to the bond holders. The City is under no obligation to use any other City funds to make the debt service payments. This City is, however, required to make a reasonable effort to collect past due unpaid assessments.

The City is required by the bond documents to initiate judicial foreclosure proceedings on any delinquent parcels when overall delinquencies exceed five percent of the annual assessment amounts. The City in the Hills district delinquencies exceed that threshold and the City is therefore required to take prompt action to diligently pursue collection of past due assessments.

Staff is requesting the City Council to adopt a resolution authorizing the City Attorney to initiate the judicial foreclosure proceedings on the parcels listed in Exhibit A to the resolution in an effort to collect the past due assessments owed to the district fund.

ATTACHMENTS:

	Description	Type
🗋	Judicial Foreclosure Reso	Resolution

RESOLUTION NO. _____

A RESOLUTION ORDERING JUDICIAL FORECLOSURE OF DELINQUENT ASSESSMENTS WITHIN ASSESSMENT DISTRICT NO. 05-1 PURSUANT TO THE IMPROVEMENT BOND ACT OF 1915, AND ORDERING THAT THE TAX COLLECTOR BE CREDITED WITH THOSE ASSESSMENTS.

WHEREAS, the City of Bakersfield ("City") has conducted special assessment proceedings from time to time, resulting in the issuance and sale of improvement bonds pursuant to the provisions of the Improvement Bond Act of 1915 (California Streets and Highways Code Section 8500 and following, hereafter referred to as the "1915 Act"); and

WHEREAS, Assessment District No. 05-1 (herein "AD 05-1") was created pursuant to the 1915 Act; and

WHEREAS, pursuant to the 1915 Act, the City has duly and regularly issued and recorded the unpaid assessments in AD 05-01, which assessments and each installment thereof with interest and penalties thereon constitute liens against the lots and parcels of land against which they are made, until the same are paid; and

WHEREAS, certain assessments and installments have not been paid when due, and certain installments of those assessments may not be paid in the future; and

WHEREAS, pursuant to the provisions of Section 8834 of the Streets and Highways Code of the State of California ("Streets and Highways Code"), the City Council of the City of Bakersfield ("City Council"), acting in its capacity as the legislative body of the AD 05-01 is authorized to order that a foreclosure action be brought to collect the delinquent assessments due against the properties within the Assessment District; and

WHEREAS, the City has covenanted to bondholders to institute judicial foreclosure proceedings pursuant to the provisions of Section 8830, *et seq.* of the Streets and Highways Code; and

WHEREAS, under the provisions of Section 8833 of the 1915 Act, when such foreclosure action is ordered, the County Tax Collector is to be credited upon the assessment roll then in his or her hand with the amount charged against him or her on account of the assessments to be sued on and to be relieved of further duty in regard thereto; and

WHEREAS, the City Council acting in its capacity as the legislative body of the AD 05-01 has determined that public convenience and necessity require prompt action at the City Council's discretion, to initiate foreclosure proceedings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield as follows:

1. The above recitals are true and correct.

2. The City hereby orders that the delinquent assessments listed on **Exhibit "A"** attached hereto and incorporated herein, and all future installments of those assessments which are not paid when due, be collected by action brought in the Superior Court of Kern County to foreclose the liens thereof.

3. The City Attorney is hereby authorized and directed to institute such actions in the name of the City to foreclose the liens of all such delinquent assessments.

4. The City's Finance Director, or his designee, in cooperation and in conjunction with the City Attorney is authorized and directed to transmit a certified copy of this resolution to the Auditor/Controller's Office of the County of Kern with a letter stating that:

    a. The City Council has ordered that the delinquent installments be collected by action brought in the Superior Court of Kern County to foreclose the liens thereof;
    b. Pursuant to Streets and Highways Code Section 8833, the Kern County Tax Collector is to be credited upon the assessment roll then in his or her hands with the amounts charged against him or her on account of the Assessments to be sued upon and is to be relieved of further duty in regard thereto; and
    c. All inquiries regarding payment of the delinquent assessments shall be forwarded to the City's Finance Director.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES: COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

_____
JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR/vl
Attachment – Exhibit A
S:\COUNCIL\Resos\19-20\DelAssesTaxAD05-1-JudicialForeclosure.docx

EXHIBIT A

City of Bakersfield
CITY IN THE HILLS
Delinquency Detail Report
Late Charges Calculated Through: 07/31/2019

	Amount	Penalt	Fees	Total	Account ID	Owner
Account Subtotal:	$583.68	$67.12	$0.00	$650.80	531-101-06-00	SELGRATH RONALD JOHN REVOCABLE TRUST
Account Subtotal:	$306.79	$35.28	$0.00	$342.07	531-121-07-00	GAETA MANUEL P & NAVA MARIA I
Account Subtotal:	$387.59	$44.57	$0.00	$432.16	531-410-55-00	ALBRECQ GILBERT & BASSET PATRICIA
	$1,278.06					

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions I.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/23/2019

WARD: Ward 5

SUBJECT: Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 669, located at the southwest corner of the Panama Lane and Progress Road intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15061(b)(3) will also be considered.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution approving an application to the Kern County Local Agency Formation Commission (LAFCo) to annex inhabited territory into the City.

BACKGROUND:

The resolution proposes an application to be submitted to the Kern County Local Formation Commission (LAFCo) for the annexation of uninhabited territory into the City of Bakersfield. The territory is adjacent to the City limits and is within the City's Sphere of Influence boundary. This annexation has 100% property owners consent to annex.

Annexation Project Description. Annexation No. 669 (Panama No. 22) consists of a single parcel (Assessor's Parcel Number 540-010-10) in southwest Bakersfield. The parcel currently has a General Plan designation of Resource-Intensive Agriculture (R-IA) and is City pre-zoned A (Agriculture). The site is approximately 0.90 acres and is vacant. This annexation request was initiated by the land owners, Chakriya and Chenda Mao, to bring the parcel into the City limits to access City water and sewer services. The parcel already is City pre-zoned, and the property owners do not want to change its current zone district of A.

Surrounding Land Uses. Parcels to the north of the property consist of existing and planned single-family residential uses. Parcels on the west and east are located within the County, and are developed with a Derrel's Mini Storage and industrial uses. To the south of the property is vacant agricultural land, and planned single-family residential.

Environmental Review and Determination. Staff has determined that the proposed

annexation is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3), because the proposal is for annexation of the parcel and this action will not have a significant effect on the environment.

Exchange of Property Tax. The exchange of property tax revenues for this annexation is covered under the Master Tax Split Agreement (Memorandum of Understanding 15-277) between the City of Bakersfield and the County of Kern.

OVERALL RECOMMENDATION:

The proposal includes a request to adopt a resolution to submit an application to LAFCo to annex property into the City. The property is vacant land, and the land owner is requesting annexation to be afforded access to City water and sewer services. Staff is recommending adoption of the resolution.

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF BAKERSFIELD IDENTIFIED AS ANNEXATION NO. 669, LOCATED AT THE SOUTHWEST CORNER OF THE PANAMA LANE AND PROGRESS ROAD INTERSECTION (WARD 5).

WHEREAS, the City of Bakersfield desires to propose a change of organization, to wit, the annexation to the City of Bakersfield of the hereinafter-described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the City of Bakersfield Sphere of Influence boundary; and

WHEREAS, the City of Bakersfield agrees to annex the territory located at the southwest corner of the Panama Lane and Progress Road intersection; and

WHEREAS, the City agrees to serve the territory upon annexation; and

WHEREAS, the property owners of the territory have consented to annexation; and

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

1. The above recitals, incorporated herein, are true and correct.

2. That the City of Bakersfield hereby proposes the annexation to the City of Bakersfield of the territory in Exhibit "A" and shown on map marked Exhibit "B" for the project attached hereto, and made a part of this resolution as though fully set forth herein, located at the southwest corner of the Panama Lane and Progress Road intersection.

3. That a plan for providing services within the affected territory of the proposed annexation, in accordance with the provisions of Section 56653 of the Government Code, is marked as Exhibit "C", attached hereto and made a part hereof as though fully set forth herein.

4. That this proposal for change of organization, to wit, annexation, is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and it is requested that proceedings be authorized for annexation in accordance therewith.

5. That the reasons for the proposed change of organization are that the owners of the affected territory desire to receive municipal services from the City of Bakersfield and the City desires to receive tax revenues for benefits given and to be given to the territory proposed to be annexed.

6. That this proposed annexation territory and the pre-zoning therefore was adopted by the City Council and a notice of exemption for the annexation is determined to be adequate for the annexation proposal.

7. That the laws and regulations relating to the preparation of a notice of exemption as set forth in the California Environmental Quality Act have been duly followed.

8. That the territory proposed for annexation as described herein has been determined to be uninhabited pursuant to Section 56046 of the Government Code.

9. That the territory proposed for annexation as described herein has been determined to have 100% property owners consenting to annexation.

10. That the territory proposed for annexation as described herein is within the City of Bakersfield Sphere of Influence boundary.

11. That the names of the officers of the City of Bakersfield who are to be furnished with copies of the Executive Officer's Report and who are to be given mailed Notice of Hearing, if any, are:

    Julie Drimakis
    City Clerk
    City of Bakersfield
    1600 Truxtun Avenue
    Bakersfield, CA 93301

    Alan Tandy
    City Manager
    City of Bakersfield
    1600 Truxtun Avenue
    Bakersfield, CA 93301

    Virginia Gennaro
    City Attorney
    City of Bakersfield
    1600 Truxtun Avenue
    Bakersfield, CA 93301

12. That the appropriate City officials shall file the (10) copies of this Resolution, with Exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Street, Suite 303, Bakersfield, and CA 93309.

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I HEREBY CERTIFY that the forgoing Resolution was passed and adopted by the City Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED

_____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

EXHIBITS: A – Legal Description
B – Map
C – Plan for Services
D – Notice of Exemption

S:\Advance Planning\08_Annexations\03_Active\669 – Panama No. 22\ROA\ROA_Annex 669.docx

EXHIBIT "A"
ANNEXATION No. 669
PANAMA No. 22
TO THE CITY OF BAKERSFIELD

Being a portion of the Northwest quarter of Section 29 Township 30 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, more particularly described as follows:

Commencing at the Northwest Section corner of Section 29 said point also being the intersection of Panama Lane and Old River Road; thence South 89°14'59" East along the North line of said Section 29 also being the centerline of said Panama Lane a distance of 2539.30 feet to the intersection with the Northerly prolongation of the East line of parcel described in Grant Deed recorded November 11, 2004 filed in the office of the Kern County Recorder as Document No. 0204278266; thence departing said North line of Section 29 and centerline of Panama Lane South 00°34'47" West along said Northerly prolongation a distance of 30.00 feet to the Northeast corner of parcel described in said Grant Deed and the South right-of-way of said Panama Lane point also being on the existing City of Bakersfield corporate boundary also being the **POINT OF BEGINNING**, thence along the following four courses:

(1) Continuing South 00°34'47" West along the East line of said parcel a distance of 260.40 feet to the Southeast corner of said parcel also being a parcel corner of Parcel 2 of Lot Line Adjustment 53-09 per Certificate Compliance recorded January 27, 2010 filed in the office of the Kern County Recorder as Document No. 0210010597; thence

(2) North 89°14'59" West along the South line of said parcel a distance of 150.00 feet to the Southwest corner of said parcel also being a parcel corner of Parcel 2 of said Lot Line Adjustment 53-09; thence

(3) North 00°34'47" East along the West line of said parcel a distance of 260.40 feet to the Northwest corner of said parcel also being a parcel corner of Parcel 2 of said Lot Line Adjustment 53-09 and a point on the South right-of-way of said Panama Lane also being a point on the existing City of Bakersfield corporate boundary; thence

(4) South 89°14'59" East along the North line of said parcel, also along said South right-of-way line of Panama Lane and City of Bakersfield corporate boundary a distance of 150.00 feet to the Northeast corner of said Parcel and the **POINT OF BEGINNING**.

Containing 0.897 Acres more or less

CHECKED by
KERN COUNTY SURVEYOR'S OFFICE
Date 2/20/19
Approved by

LICENSED LAND SURVEYOR
WILLIAM MATERN SCHROETER
7851
STATE OF CALIFORNIA

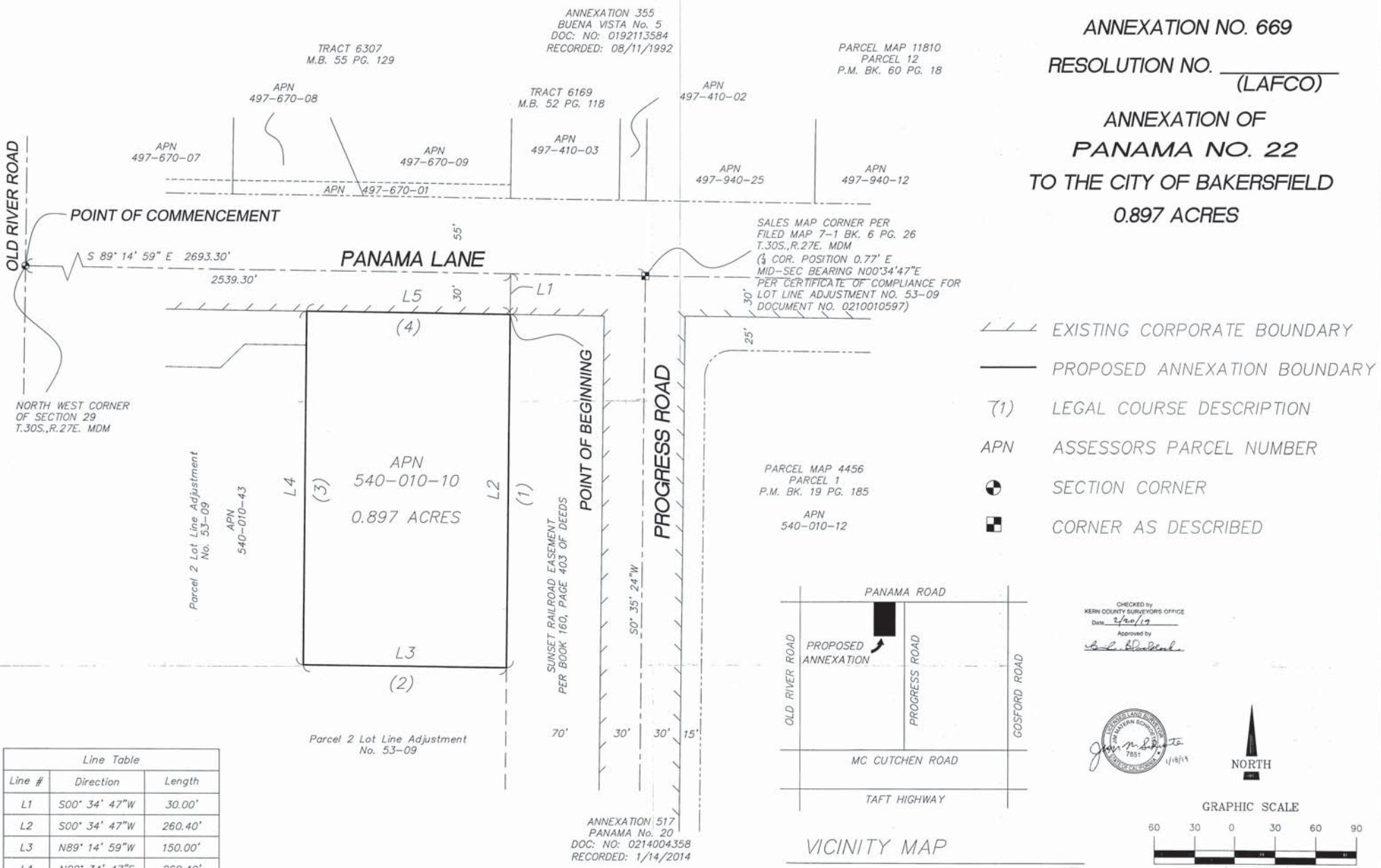
1/18/19

ANNEXATION NO. 669

RESOLUTION NO. _____ (LAFCO)

ANNEXATION OF PANAMA NO. 22 TO THE CITY OF BAKERSFIELD

0.897 ACRES



Line Table		
Line #	Direction	Length
L1	S00° 34' 47"W	30.00'
L2	S00° 34' 47"W	260.40'
L3	N89° 14' 59"W	150.00'
L4	N00° 34' 47"E	260.40'
L5	S89° 14' 59"E	150.00'

EXISTING CORPORATE BOUNDARY

PROPOSED ANNEXATION BOUNDARY

(1) LEGAL COURSE DESCRIPTION

APN ASSESSORS PARCEL NUMBER

SECTION CORNER

CORNER AS DESCRIBED

VICINITY MAP

NTS

CHECKED by
KERN COUNTY SURVEYORS OFFICE
Date 2/20/19
Approved by

LICENSED LAND SURVEYOR
JIM MCKERN SCHROEDER
7851
CALIFORNIA
1/18/19

NORTH

GRAPHIC SCALE

60 30 0 30 60 90

(IN FEET)

1 inch = 30 ft.

EXHIBIT "C"

PLAN FOR PROVIDING SERVICES

SERVICES	Agency Which Presently Provides Service	Check Services Which City/District Will Provide Upon Future Date Annexation (specify)	Indicate How Services Provided By City/District will be Financed (i.e., general tax rate or special assessment.)
Planning	COUNTY	CITY	GENERAL TAX REVENUES
Parks and Recreation	COUNTY	CITY	GENERAL TAX REVENUES
Library	COUNTY	COUNTY	N/A
Police Protection	SHERIFF & HIGHWAY PATROL	CITY	GENERAL TAX REVENUES
Fire Protection	CITY	CITY	GENERAL TAX REVENUES, FIRE FUND
Street	CITY	CITY	GENERAL AND GAS TAX REVENUES
Construction			BY PRIVATE DEVELOPMENT
Maintenance	CITY	CITY	GENERAL AND GAS TAX REVENUES
Sweeping	CITY	CITY	GENERAL AND GAS TAX REVENUES
Lighting	CITY	CITY	GENERAL TAX REVENUES
Flood Control	COUNTY	CITY	GENERAL TAX REVENUES
Sewerage	COUNTY (no existing sewer)	CITY	USER FEE & PRVT. DVMT.
Water	CITY	CITY	USER FEE
Other (REFUSE)	COUNTY	CITY	USER FEE

S:\ANNEXATION\Annex 669\EXHIBIT C.doc

1. Please provide the following information, when applicable, only for service which will be provided by the applicant city.

Location Indicate location from which service will be provided (i.e. nearest fire station, library, etc.)	Service Level Capacity Indicate frequency and availability of service (i.e., street sweeping, response time for emergency services, rec. programs, etc.
POLICE - Police services will be administered by the City Police Department located at the 1600 Truxtun Avenue approximately 11 miles Northeast of the annexation.	24 hour patrol is provided in the immediate vicinity of this annexation. First priority response is approximately 7 minutes or less.
FIRE - Service is provided by City Station No. B14 located at 5815 Mountain Vista Drive Bakersfield, CA, pursuant to exchange wherein the County protects certain property within the City's jurisdiction. Thus, the County incurs the cost of providing fire protection and retains the fire fund collection from City's taxpayers pursuant to City of Bakersfield Joint Powers Agreement 05-329.	Fire protection is provided on a 24-hour basis. The annexation will not affect City or County Fire service capability or response time.
PARKS AND RECREATION - The annexation project is within the jurisdiction of the City of Bakersfield Recreation and Parks Department and is subject to all adopted requirements and standards of the department.	Existing neighborhood Parks (City and County) are open to the public at reasonable hours.
LIBRARY - Area is served by Kern County Library System..	Existing libraries are open to the public at reasonable hours.
STREETS-The City Corporation Yard at 4101 Truxtun Avenue will provide necessary facilities, personnel and services to accommodate Public Works efforts.	There will be no reduction in the range capacity of the City to provide the necessary public work services to this area. Services will be on a regular basis and "as needed".
CONSTRUCTION/MAINTENANCE/SWEEPING/LIGHTING - Maintenance and personnel will be dispatched from the City Corporation Yard at 4101 Truxtun Avenue on a regular basis for preventative maintenance as needed. Repair includes streets, constructed/maintenance, sweeping and lighting when located within the City's right of way.	(see above)
SEWER – This annexation is within the service area of the City of Bakersfield Sewer Treatment Plant No. 3.	Adequate capacity exists.
WATER - This annexation is within the service area of City of Bakersfield Water Resources Dept.	Adequate capacity exists.
OTHER - (Refuse)-When annexed, service will be provided by the City either by City forces or by contracts with a franchise refuse collector.	City refuse pickup is once or twice a week.

Notice of Exemption

TO: □ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

■ County Clerk
County of Kern
1115 Truxtun Avenue
Bakersfield, CA 93301

FROM: City of Bakersfield
Planning Division
1715 Chester Avenue
Bakersfield, CA 93301

Project Title: Annexation No. 669 (Panama No. 22)

Project Location-Specific: Southeast corner of the Panama Lane and Progress Road intersection

Project Location-City: Not applicable **Project Location-County:** Kern

Description of Nature, Purpose, and Beneficiaries of Project: The project is a request to annex property into the City of Bakersfield.

Name of Public Agency Approving Project: City of Bakersfield

Name of Person or Agency Carrying Out Project: Development Services Department, Planning Division

Exempt Status (check one):

- □ **Ministerial (Sec. 21080(b)(1); 15268);**
- □ **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:** California Code of Regulations (CCR) Section 15061(b)(3)

Reasons why project is exempt: The City of Bakersfield (Lead Agency) has determined the project would not have the potential for causing a significant effect on the environment pursuant to CCR Section 15061(b)(3). The action is a change in jurisdiction only and no ground disturbance is proposed at this time. Therefore, the activity is exempt from CEQA.

Lead Agency Contact Person: Kassandra Nearn **Area Code/Telephone/Extension:** (661) 326-3733

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:  **Date:** August 14, 2019 **Title:** Associate Planner II

■ **Signed by Lead Agency** **Date received for filing at OPR:**
□ **Signed by Applicant**

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions m.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/23/2019

WARD: Ward 3

SUBJECT: Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 670, located southwest of the corner of the Rosedale Highway and Mohawk Street intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15061(b)(3) will also be considered.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution approving an application to the Kern County Local Agency Formation Commission (LAFCo) to annex inhabited territory into the City.

BACKGROUND:

The resolution proposes an application to be submitted to the Kern County Local Formation Commission (LAFCo) for the annexation of uninhabited territory into the City of Bakersfield. The territory is adjacent to the City limits and is within the City's Sphere of Influence boundary.

Annexation Project Description. Annexation No. 670 (Mohawk No. 2) consists of two parcels (Assessor's Parcel Numbers 332-260-22 and -27) in northwest Bakersfield. The parcels currently have a General Plan designation of HI (Heavy Industrial) and are City pre-zoned M-3 (Heavy Industrial). Combined, the parcels are approximately 17.86 acres and are developed with commercial buildings and a storage yard. This annexation request was initiated by the landowner, Grealish Investments, to bring the parcels into the City limits to connect to water services. The parcel is City pre-zoned, and the property owners do not want to change its current zone district of M-3.

Surrounding Land Uses. The project site consists of two developed parcels of land that are completely surrounded by commercial and heavy industrial uses. The project site is developed with commercial property and an industrial storage yard.

Environmental Review and Determination. Staff has determined that the proposed annexation is exempt from the California Environmental Quality Act (CEQA), pursuant to Section

15061(b)(3), because the proposal is for annexation of the parcel and this action will not have a significant effect on the environment.

Exchange of Property Tax. The exchange of property tax revenues for this annexation is covered under the Master Tax Split Agreement (Memorandum of Understanding 15-277) between the City of Bakersfield and the County of Kern.

OVERALL RECOMMENDATION:

The proposal includes a request to adopt a resolution to submit an application to LAFCo to annex property into the City. The property is two developed lots surrounded by similar commercial and industrial uses, and the land owner is requesting annexation to be afforded access to water services only available to development within the City limits. Staff is recommending adoption of the resolution.

ATTACHMENTS:

	Description	Type
🗋	Resolution of Application for Annexation 670	Resolution

RESOLUTION NO. _____

A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF BAKERSFIELD IDENTIFIED AS ANNEXATION NO. 670, LOCATED AT THE SOUTHWEST CORNER OF THE ROSEDALE HIGHWAY AND MOHAWK STREET INTERSECTION (WARD 3).

WHEREAS, the City of Bakersfield desires to propose a change of organization, to wit, the annexation to the City of Bakersfield of the hereinafter-described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the City of Bakersfield Sphere of Influence boundary; and

WHEREAS, the City of Bakersfield agrees to annex the territory located at the southwest corner of Rosedale Highway and Mohawk Street; and

WHEREAS, the City agrees to serve the territory upon annexation; and

WHEREAS, the property owners of the territory have consented to annexation; and

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

1. The above recitals, incorporated herein, are true and correct.

2. That the City of Bakersfield hereby proposes the annexation to the City of Bakersfield of the territory in Exhibit "A" and shown on map marked Exhibit "B" for the project attached hereto, and made a part of this resolution as though fully set forth herein, located at the southwest corner of Rosedale Highway and Mohawk Street.

3. That a plan for providing services within the affected territory of the proposed annexation, in accordance with the provisions of Section 56653 of the Government Code, is marked as Exhibit "C", attached hereto and made a part hereof as though fully set forth herein.

4. That the reasons for the proposed change of organization are that the owners of the affected territory desire to receive municipal services from the City of Bakersfield and the City desires to receive tax revenues for benefits given and to be given to the territory proposed to be annexed.

5. That this proposed annexation territory and the pre-zoning therefore was adopted by the City Council and a notice of exemption for the annexation is determined to be adequate for the annexation proposal.

6. That the laws and regulations relating to the preparation of a notice of exemption as set forth in the California Environmental Quality Act have been duly followed.

7. That the territory proposed for annexation as described herein has been determined to be uninhabited pursuant to Section 56046 of the Government Code.

8. That the territory proposed for annexation as described herein is within the City of Bakersfield Sphere of Influence boundary.

9. That the names of the officers of the City of Bakersfield who are to be furnished with copies of the Executive Officer's Report and who are to be given mailed Notice of Hearing, if any, are:

Julie Drimakis
City Clerk
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Alan Tandy
City Manager
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Virginia Gennaro
City Attorney
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

10. That the appropriate City officials shall file the (10) copies of this Resolution, with Exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Street, Suite 303, Bakersfield, and CA 93309.

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I HEREBY CERTIFY that the forgoing Resolution was passed and adopted by the City Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

EXHIBITS: A – Legal Description
B – Map
C – Plan for Services
D – Notice of Exemption

S:\Advance Planning\08_Annexations\03_Active\670 – Mohawk 2\ROA\ROA_Annex 670.docx

EXHIBIT "A"
ANNEXATION NO. 670
MOHAWK NO. 2
TO THE CITY OF BAKERSFIELD
DETACHMENT "_____" CSA 45 REORGANIZATION

BEING PARCELS 1 AND 6 OF PARCEL NO. 7984 PER PARCEL MAP RECORDED IN PARCEL MAP BOOK 43 AT PAGES 125 AND 126 IN THE KERN COUNTY RECORDER'S OFFICE, TOGETHER WITH PORTIONS OF EXISTING RIGHT-OF-WAY FOR MOHAWK STREET, BEING IN A PORTION OF THE NORTH ½ OF SECTION 27, T.29S., R.27E., M.D.B.&M., KERN COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N ¼ CORNER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF ROSEDALE HIGHWAY (STATE ROUTE VI-KER-58), AND THE CENTERLINE OF MOHAWK STREET (COUNTY ROAD D-16).

THENCE (1) S 00° 54' 56" W, ALONG SAID CENTERLINE OF MOHAWK STREET, 30.00 FEET;

THENCE (2) S 89° 08' 39" E, 90.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MOHAWK STREET;

THENCE (3) ALONG SAID EASTERLY RIGHT-OF- WAY LINE, S 45° 53' 09" W, 28.30 FEET;

THENCE (4) CONTINUING ALONG SAID RIGHT-OF-WAY LINE, S 00° 54' 57" W, 195.08 FEET;

THENCE (5) S 05° 40' 46" W, 85.23 FEET;

THENCE (6) S 05° 40' 31" W, 29.89 FEET;

THENCE (7) S 05° 40' 42" W, 5.30 FEET;

THENCE (8) S 01° 46' 57" W, 144.74 FEET;

THENCE (9) S 01° 47' 11" W, 150.02 FEET;

THENCE (10) S 01° 47' 02" W, 35.28 FEET;

THENCE (11) S 00° 54' 57" W, 624.62 FEET;

THENCE (12) DEPARTING SAID RIGHT-OF-WAY LINE, N 89° 07' 56" W, 25.00 FEET TO A POINT ON THE EXISTING CITY OF BAKERSFIELD CORPORATE BOUNDARY, SAID POINT LYING 30.00 FEET EAST OF THE CENTERLINE OF MOHAWK STREET (CO. RD. NO. D-16)

THENCE (13) ALONG SAID EXISTING CITY OF BAKERSFIELD CORPORATE BOUNDARY, N 00° 54' 56" E, 455.34 FEET;

THENCE (14) CONTINUING ALONG SAID EXISTING CITY OF BAKERSFIELD CORPORATE BOUNDARY, N 89° 10' 44" W, 1361.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6;

THENCE (15) DEPARTING SAID EXISTING CITY OF BAKERSFIELD CORPORATE BOUNDARY, N 00° 54' 48" E, 455.46 FEET ALONG THE WEST LINE OF SAID PARCEL 6;

EXHIBIT "A"
ANNEXATION NO. 670
MOHAWK NO. 2
TO THE CITY OF BAKERSFIELD
DETACHMENT "_____" CSA 45 REORGANIZATION
(CONTINUED)

THENCE (16) S 89° 10' 44" E, 1065.29 FEET ALONG THE NORTH LINE OF SAID PARCEL 6 TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE (17) N 00° 54' 58" E, 408.90 FEET ALONG THE WEST LINE OF SAID PARCEL 1;

THENCE (18) S 89° 10' 44" E, ALONG THE NORTH LINE OF SAID PARCEL 1, 266.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.86 ACRES.

CHECKED BY

KERN COUNTY SURVEYOR'S OFFICE

DATE: 5/6/19

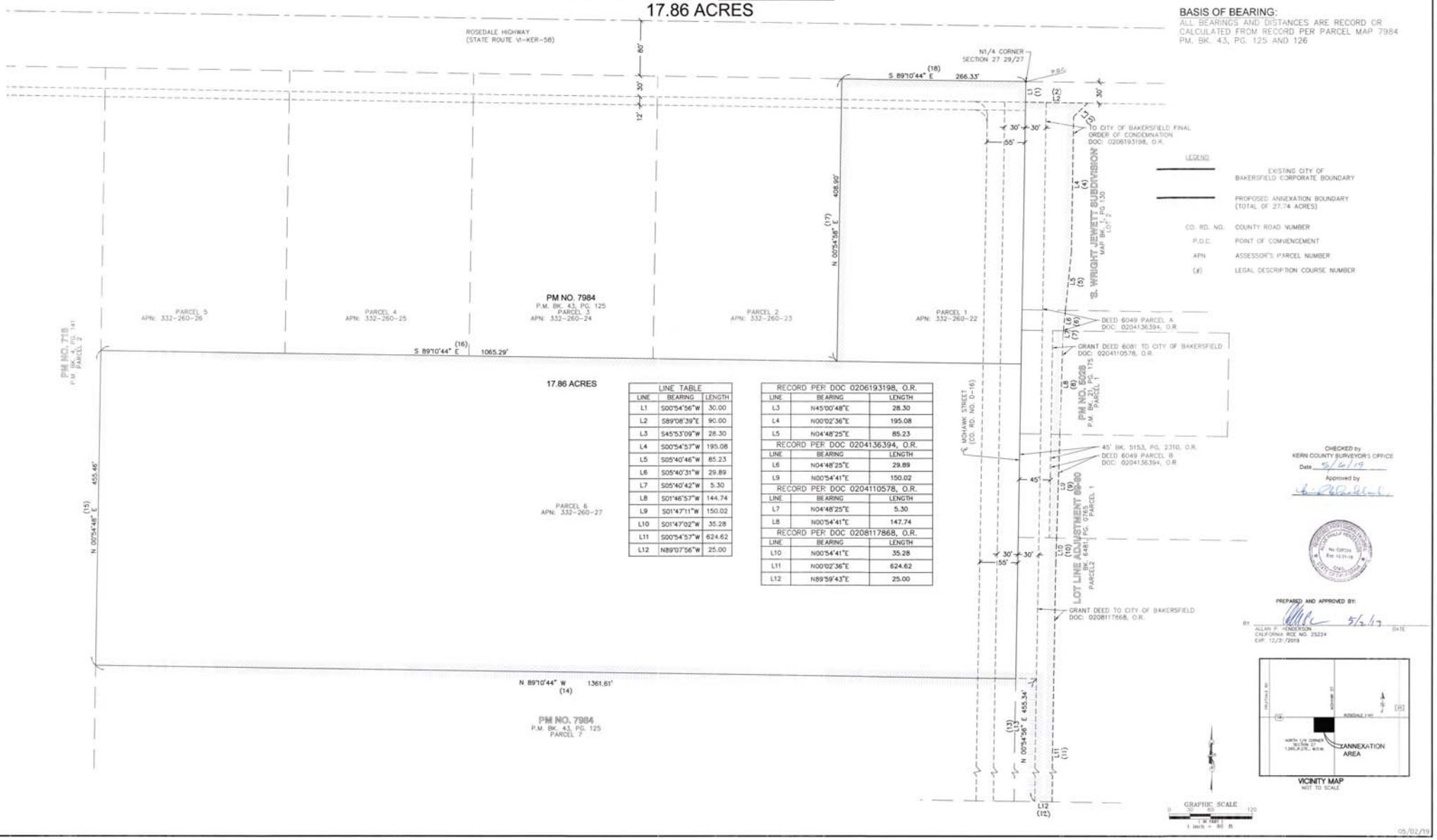
APPROVED BY: Brian L. Blankenship

REGISTERED PROFESSIONAL ENGINEER
ALLAN PHILLIP HENDERSON
No. C25224
Exp. 12-31-19
CIVIL
STATE OF CALIFORNIA

5/2/19

ANNEXATION NO. 670
MOHAWK NO. 2
TO THE CITY OF BAKERSFIELD
DETACHMENT "_____" CSA 45 REORGANIZATION
RESOLUTION NO. _____
17.86 ACRES

EXHIBIT B



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°54'56"W	30.00
L2	S89°08'39"E	90.00
L3	S45°53'09"W	28.30
L4	S00°54'57"W	195.08
L5	S05°40'46"W	85.23
L6	S05°40'31"W	29.89
L7	S05°40'42"W	5.30
L8	S01°46'57"W	144.74
L9	S01°47'11"W	150.02
L10	S01°47'02"W	35.28
L11	S00°54'57"W	624.62
L12	N89°07'56"W	25.00

RECORD PER DOC 0206193198, O.R.		
LINE	BEARING	LENGTH
L3	N45°00'48"E	28.30
L4	N00°02'36"E	195.08
L5	N04°48'25"E	85.23
RECORD PER DOC 0204136394, O.R.		
LINE	BEARING	LENGTH
L6	N04°48'25"E	29.89
L9	N00°54'41"E	150.02
RECORD PER DOC 0204110578, O.R.		
LINE	BEARING	LENGTH
L7	N04°48'25"E	5.30
L8	N00°54'41"E	147.74
RECORD PER DOC 0208117868, O.R.		
LINE	BEARING	LENGTH
L10	N00°54'41"E	35.28
L11	N00°02'36"E	624.62
L12	N89°59'43"E	25.00

EXHIBIT "C"

PLAN FOR PROVIDING SERVICES

SERVICES	Agency Which Presently Provides Service	Check Services Which City/District Will Provide Upon Future Date Annexation (specify)	Indicate How Services Provided By City/District will be Financed (i.e., general tax rate or special assessment.)
Planning	COUNTY	CITY	GENERAL TAX REVENUES
Parks and Recreation	NORTH OF THE RIVER RECREATION & PARKS DISTRICT	NORTH OF THE RIVER RECREATION & PARKS DISTRICT	GENERAL TAX REVENUES
Library	COUNTY	COUNTY	N/A
Police Protection	SHERIFF & HIGHWAY PATROL	CITY	GENERAL TAX REVENUES
Fire Protection	COUNTY	COUNTY	GENERAL TAX REVENUES, FIRE FUND
Street	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Construction			BY PRIVATE DEVELOPMENT
Maintenance	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Sweeping	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Lighting	COUNTY	CITY	GENERAL TAX REVENUES
Flood Control	COUNTY	CITY	GENERAL TAX REVENUES
Sewerage	NO CURRENT SERVICE	CITY	USER FEE & PRVT. DVMT.
Water	CITY	CITY	USER FEE
Other (REFUSE)	COUNTY	CITY	USER FEE

S:\ANNEXATION\Annex 670\EXHIBIT C.doc

Notice of Exemption

TO: □ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

■ County Clerk
County of Kern
1115 Truxtun Avenue
Bakersfield, CA 93301

FROM: City of Bakersfield
Planning Division
1715 Chester Avenue
Bakersfield, CA 93301

Project Title: Annexation No. 670 (Mohawk No. 2)

Project Location-Specific: Southwest of the corner of the Rosedale Highway and Mohawk Street intersection (APNs 332-260-22 and -27)

Project Location-City: Not applicable **Project Location-County:** Kern

Description of Nature, Purpose, and Beneficiaries of Project: The project is a request to annex property into the City of Bakersfield.

Name of Public Agency Approving Project: City of Bakersfield

Name of Person or Agency Carrying Out Project: Development Services Department, Planning Division

Exempt Status (check one):

- □ **Ministerial (Sec. 21080(b)(1); 15268);**
- □ **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:** California Code of Regulations (CCR) Section 15061(b)(3)

Reasons why project is exempt: The City of Bakersfield (Lead Agency) has determined the project would not have the potential for causing a significant effect on the environment pursuant to CCR Section 15061(b)(3). The action is a change in jurisdiction only and no ground disturbance is proposed at this time. Therefore, the activity is exempt from CEQA.

Lead Agency Contact Person: Kassandra Nearn **Area Code/Telephone/Extension:** (661) 326-3733

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:  **Date:** August 14, 2019 **Title:** Associate Planner II

■ **Signed by Lead Agency** **Date received for filing at OPR:**
□ **Signed by Applicant**

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

1. Please provide the following information, when applicable, only for service which will be provided by the applicant city.

Location Indicate location from which service will be provided (i.e. nearest fire station, library, etc.)	Service Level Capacity Indicate frequency and availability of service (i.e., street sweeping, response time for emergency services, rec. programs, etc.
POLICE - Police services will be administered by the City Police Department located at the 1600 Truxtun Avenue approximately 4 miles Southeast of the annexation.	24 hour patrol is provided in the immediate vicinity of this annexation. First priority response is approximately 7 minutes or less.
FIRE - Service is provided by County Station No. 66 located at 3000 Landco Drive, Bakersfield, CA, pursuant to exchange wherein the County protects certain property within the City's jurisdiction. Thus, the County incurs the cost of providing fire protection and retains the fire fund collection from City's taxpayers pursuant to City of Bakersfield Joint Powers Agreement 05-329.	Fire protection is provided on a 24-hour basis. The annexation will not affect City or County Fire service capability or response time.
PARKS AND RECREATION - The annexation project is within the jurisdiction of North of the River Recreation and Parks District and is subject to all adopted requirements and standards of the department.	Existing neighborhood Parks (City, County & NORSD) are open to the public at reasonable hours.
LIBRARY - Area is served by Kern County Library System.	Existing libraries are open to the public at reasonable hours.
STREETS-The City Corporation Yard at 4101 Truxtun Avenue will provide necessary facilities, personnel and services to accommodate Public Works efforts.	There will be no reduction in the range capacity of the City to provide the necessary public work services to this area. Services will be on a regular basis and "as needed".
CONSTRUCTION/MAINTENANCE/SWEEPING/LIGHTING - Maintenance and personnel will be dispatched from the City Corporation Yard at 4101 Truxtun Avenue on a regular basis for preventative maintenance as needed. Repair includes streets, constructed/maintenance, sweeping and lighting when located within the City's right of way.	(see above)
SEWER – This annexation is within the service area of the City of Bakersfield Treatment Plant No. 2.	Adequate capacity exists.
WATER - This annexation is within the service area of the City of Bakersfield Water Recourses Department.	Adequate capacity exists.
OTHER - (Refuse)-When annexed, service will be provided by the City either by City forces or by contracts with a franchise refuse collector.	City refuse pickup is once or twice a week.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions n.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/23/2019

WARD: Ward 1

SUBJECT: Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 690 (Union No. 16), located on the eastside of South Union Avenue about 600 feet south of East Hosking Avenue. Use of a Notice of Exemption will also be considered.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The resolution proposes an application to LAFCo for the annexation of uninhabited territory into the City of Bakersfield known as Annexation No. 690 (Union No. 16). The territory is adjacent to the City limits and is within the City's Sphere of Influence boundary.

Annexation Project Description. Annexation No. 690 (Union No. 16) encompasses 2.38 gross acres, located on the eastside of South Union Avenue about 600 feet south of East Hosking Avenue. The parcel currently has a General Plan designation of LMR (Low Medium Density Residential) and is City pre-zoned R-1 (One Family Dwelling). This annexation request was initiated by the landowner to have access to City sewer services. The parcel is City pre-zoned, and the property owners do not want to change its current zone district of R-1. The annexation area is currently uninhabited land.

Surrounding Land Uses. Land uses near the territory are a patchwork of uninhabited (i.e., vacant) and inhabited land. Vacant land is located immediately adjacent to the territory to the north, south, and west, and to the east are existing single-family residences.

Environmental Review and Determination. Staff has determined that the proposed annexation is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3), because the proposal is for annexation of the parcel and this action will not have a significant effect on the environment.

Exchange of Property Tax. The exchange of property tax revenues for this annexation is covered under the Master Tax Split Agreement (Memorandum of Understanding 15-277) between the City of Bakersfield and the County of Kern.

OVERALL RECOMMENDATION:

The proposal includes a request to adopt a resolution to submit an application to LAFCo to annex property into the City. A property owner within the annexation area is requesting annexation to obtain sewer services from the City. Staff is recommending adoption of the resolution.

ATTACHMENTS:

	Description	Type
🗋	Resolution of Application for Annexation 690	Resolution

RESOLUTION NO. _____

A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF BAKERSFIELD IDENTIFIED AS ANNEXATION NO. 690, LOCATED ON THE EASTSIDE OF SOUTH UNION AVENUE ABOUT 600 FEET SOUTH OF EAST HOSKING AVENUE (WARD 1).

WHEREAS, the City of Bakersfield desires to propose a change of organization, to wit, the annexation to the City of Bakersfield of the hereinafter-described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the City of Bakersfield Sphere of Influence boundary; and

WHEREAS, the City of Bakersfield agrees to annex the territory located on the eastside of South Union Avenue about 600 feet south of East Hosking Avenue; and

WHEREAS, the City agrees to serve the territory upon annexation; and

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

1. The above recitals, incorporated herein, are true and correct.

2. That the City of Bakersfield hereby proposes the annexation to the City of Bakersfield of the territory in Exhibit A and shown on map marked Exhibit B for the project attached hereto, and made a part of this resolution as though fully set forth herein, located on the eastside of South Union Avenue about 600 feet south of East Hosking Avenue.

3. That a plan for providing services within the affected territory of the proposed annexation, in accordance with the provisions of Section 56653 of the Government Code, is marked as Exhibit C, attached hereto and made a part hereof as though fully set forth herein.

4. That this proposal for change of organization, to wit, annexation, is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and it is requested that proceedings be authorized for annexation in accordance therewith.

5. That the reasons for the proposed change of organization are that some owners of the affected territory desire to receive municipal services from the City of Bakersfield and the City desires to receive tax revenues for benefits given and to be given to the territory proposed to be annexed.

6. That this proposed annexation territory and the pre-zoning therefore was adopted by the City Council and a notice of exemption for the annexation is determined to be adequate for the annexation proposal.

7. That the laws and regulations relating to the preparation of a notice of exemption as set forth in the California Environmental Quality Act have been duly followed.

8. That the territory proposed for annexation as described herein has been determined to be uninhabited pursuant to Section 56046 of the Government Code.

9. That the territory proposed for annexation as described herein has been determined to be uninhabited pursuant to Section 56046 of the Government Code.

10. That the territory proposed for annexation as described herein has been determined to have 100% property owners consenting to annexation.

11. That the territory proposed for annexation as described herein is within the City of Bakersfield Sphere of Influence boundary.

12. That the names of the officers of the City of Bakersfield who are to be furnished with copies of the Executive Officer's Report and who are to be given mailed Notice of Hearing, if any, are:

Julie Drimakis
City Clerk
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Alan Tandy
City Manager
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Virginia Gennaro
City Attorney
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

13. That the appropriate City officials shall file the (10) copies of this Resolution, with Exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Street, Suite 303, Bakersfield, and CA 93309.

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I HEREBY CERTIFY that the forgoing Resolution was passed and adopted by the City Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

EXHIBITS: A – Legal Description
B – Map
C – Plan for Services
D – Notice of Exemption

S:\Advance Planning\08_Annexations\03_Active\690 - Union 16\ROA\ROA_Annex 690.docx

EXHIBIT "A"
ANNEXATION No. 690
UNION No. 16
TO THE CITY OF BAKERSFIELD

BEING ALL THAT PORTION OF EXHIBIT "A" PER CERTIFICATE OF COMPLIANCE NO. 2018 RECORDED DECEMBER 31, 1998 AS DOCUMENT NO. 0198185612 OF OFFICIAL RECORDS IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 31 AND THE NORTHWEST QUARTER OF SECTION 32 ALL IN TOWNSHIP 30 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, ALSO BEING THE CENTERLINE INTERSECTION OF SOUTH UNION AVENUE (CO. RD. NO. 2380) AND EAST HOSKING AVENUE (CO. RD. NO. 867);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 (ALSO BEING THE CENTERLINE OF SAID SOUTH UNION AVENUE), SOUTH 00°32'44" WEST, A DISTANCE OF 610.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ANNEXATION NO. 462 "HOSKING NO. 7 / HENRY LANE NO. 2" PER CERTIFICATE OF COMPLETION RECORDED ON APRIL 19, 2005 AS DOCUMENT NO. 0205097560 OF OFFICIAL RECORDS IN THE OFFICE OF THE KERN COUNTY RECORDER, POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE (1) SOUTH 89°32'11" EAST ALONG SAID SOUTHERLY BOUNDARY OF SAID ANNEXATION NO. 462, A DISTANCE OF 357.75 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID ANNEXATION NO. 462, ALSO BEING THE EAST LINE OF TRACT 6331 UNIT 1 RECORDED IN MAP BOOK 58, PAGE 6 IN THE OFFICE OF THE KERN COUNTY RECORDER;

THENCE (2) SOUTH 00°32'44" WEST ALONG SAID WESTERLY BOUNDARY LINE OF SAID ANNEXATION NO. 462, A DISTANCE OF 290.00 FEET;

THENCE (3) DEPARTING SAID WESTERLY BOUNDARY OF SAID ANNEXATION NO. 462, NORTH 89°32'11" WEST, A DISTANCE OF 415.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID SOUTH UNION AVENUE;

THENCE (4) NORTH 00°32'44" EAST ALONG SAID WEST RIGHT OF WAY LINE OF SAID SOUTH UNION AVENUE, A DISTANCE OF 290.00 FEET TO SAID BOUNDARY OF ANNEXATION NO. 462;

THENCE (5) DEPARTING SAID WEST RIGHT OF WAY LINE OF SAID SOUTH UNION AVENUE AND CONTINUING ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°32'11" EAST, A DISTANCE OF 57.75 FEET TO THE **POINT OF BEGINNING**

CONTAINING 2.77 ACRES, MORE OR LESS

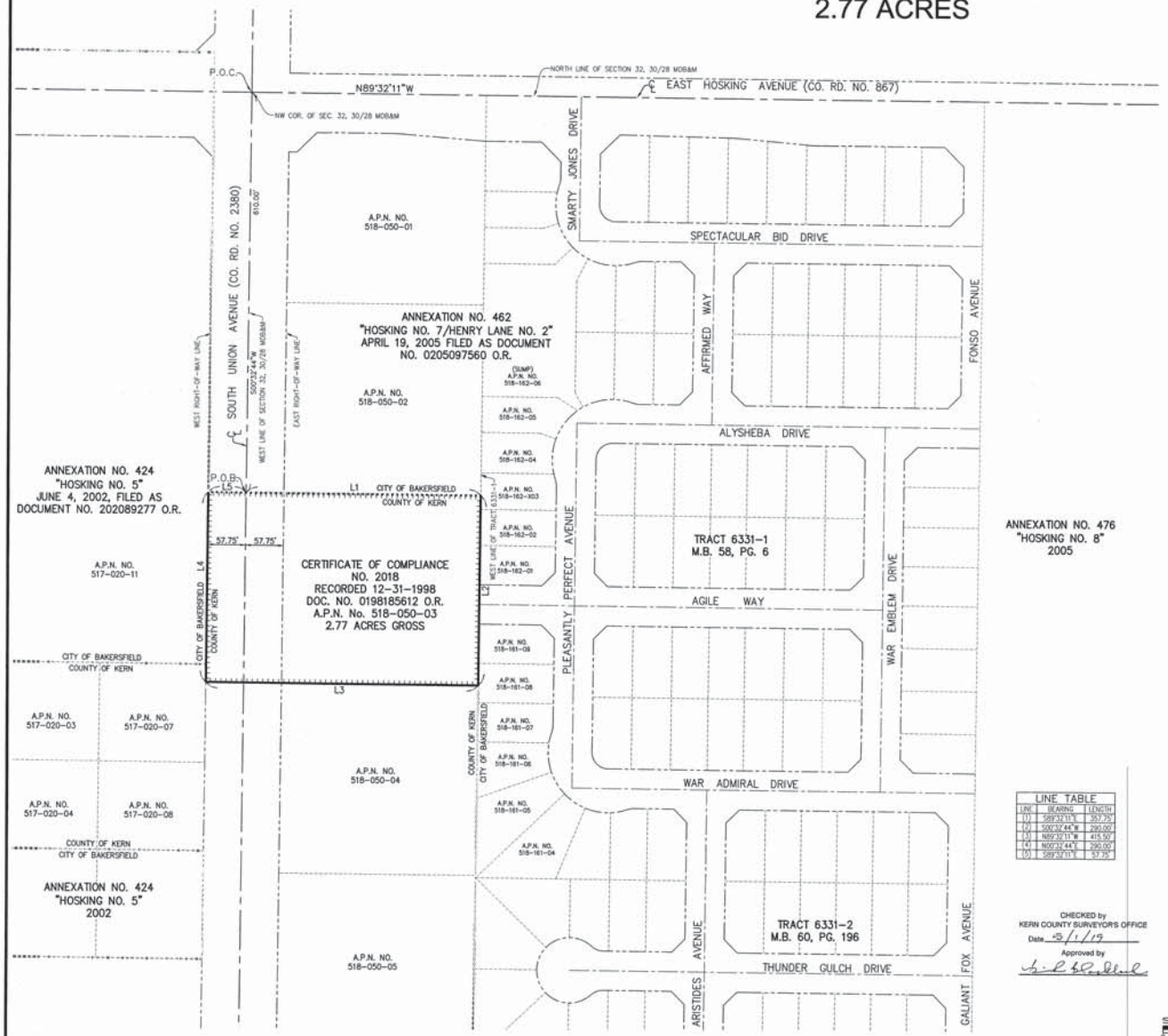


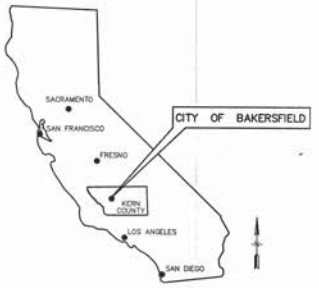
4-24-19

CHECKED by
KERN COUNTY SURVEYOR'S OFFICE
Date 5/1/19

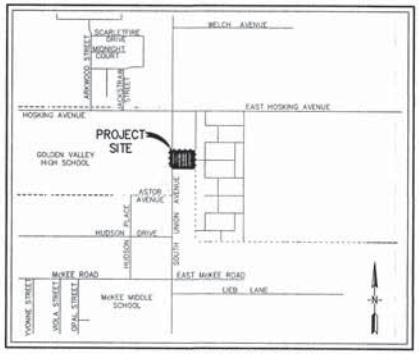
Approved by

EXHIBIT "B"
ANNEXATION NO. 690
"UNION NO. 16"
TO THE CITY OF BAKERSFIELD
2.77 ACRES





STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

LEGEND

----------	INDICATES PROPOSED BOUNDARY FOR ANNEXATION NO. 690
- - - - -	INDICATES LIMITS OF CITY OF BAKERSFIELD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
(#)	COURSE NUMBER PER LEGAL DESCRIPTION
O.R.	OFFICIAL RECORDS
M.B.	MAP BOOK
A.P.N.	ASSESSOR PARCEL NUMBER
DOC.	DOCUMENT

LINE TABLE		
LINE	BEARING	LENGTH
(1)	S89°32'11"E	357.75'
(2)	S00°32'44"W	290.00'
(3)	N89°32'11"W	415.50'
(4)	N00°32'44"E	290.00'
(5)	S89°32'11"E	57.75'

CHECKED by
KERN COUNTY SURVEYOR'S OFFICE
Date 5/1/19
Approved by

NORTH
SCALE: 1"=80'
0 40 80 160

REGISTERED PROFESSIONAL ENGINEER
FRED W. PUNTON
RCE 33448
CIVIL
STATE OF CALIFORNIA

8-24-19

NOTE: ALL BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE CALCULATED FROM RECORD INFORMATION PER TRACT 6331-1 RECORDED ON JUNE 12, 2007 IN BOOK 58 OF MAPS AT PAGE 6 IN THE OFFICE OF THE KERN COUNTY RECORDER.

EXHIBIT "C"

PLAN FOR PROVIDING SERVICES

SERVICES	Agency Which Presently Provides Service	Check Services Which City/District Will Provide Upon Annexation Future Date (specify)	Indicate How Services Provided By City/District will be Financed (i.e., general tax rate or special assessment.)
Planning	COUNTY	CITY	GENERAL TAX REVENUES
Parks and Recreation	COUNTY	CITY	GENERAL TAX REVENUES
Library	COUNTY	COUNTY	N/A
Police Protection	SHERIFF & HIGHWAY PATROL	CITY	GENERAL TAX REVENUES
Fire Protection	COUNTY	COUNTY	GENERAL TAX REVENUES, FIRE FUND
Street	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Construction			BY PRIVATE DEVELOPMENT
Maintenance	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Sweeping	COUNTY	CITY	GENERAL AND GAS TAX REVENUES
Lighting	COUNTY	CITY	GENERAL TAX REVENUES
Flood Control	COUNTY	CITY	GENERAL TAX REVENUES
Sewerage	COUNTY – no current service	CITY	USER FEE & PRVT. DVMT.
Water	GREENFIELD WATER DISTRICT	GREENFIELD WATER DISTRICT	USER FEE
Other (REFUSE)	COUNTY	CITY	USER FEE

S:\ANNEXATION\Annex 690\EXHIBIT C.doc

1. Please provide the following information, when applicable, only for service which will be provided by the applicant city.

Location Indicate location from which service will be provided (i.e. nearest fire station, library, etc.)	Service Level Capacity Indicate frequency and availability of service (i.e., street sweeping, response time for emergency services, rec. programs, etc.
POLICE - Police services will be administered by the City Police Department located at the 1600 Truxtun Avenue approximately 8 miles Northwest of the annexation.	24 hour patrol is provided in the immediate vicinity of this annexation. First priority response is approximately 7 minutes or less.
FIRE - Service is provided by County Station No. 52 located at 312 Taft Highway, Bakersfield, CA, pursuant to exchange wherein the County protects certain property within the City's jurisdiction. Thus, the County incurs the cost of providing fire protection and retains the fire fund collection from City's taxpayers pursuant to City of Bakersfield Joint Powers Agreement 05-329.	Fire protection is provided on a 24-hour basis. The annexation will not affect City or County Fire service capability or response time.
PARKS AND RECREATION - The annexation project is within the jurisdiction of the City of Bakersfield Recreation and Parks District and is subject to all adopted requirements and standards of the department.	Existing neighborhood Parks (City, County & NORSD) are open to the public at reasonable hours.
LIBRARY - Area is served by Kern County Library System.	Existing libraries are open to the public at reasonable hours.
STREETS-The City Corporation Yard at 4101 Truxtun Avenue will provide necessary facilities, personnel and services to accommodate Public Works efforts.	There will be no reduction in the range capacity of the City to provide the necessary public work services to this area. Services will be on a regular basis and "as needed".
CONSTRUCTION/MAINTENANCE/SWEEPING/LIGHTING - Maintenance and personnel will be dispatched from the City Corporation Yard at 4101 Truxtun Avenue on a regular basis for preventative maintenance as needed. Repair includes streets, constructed/maintenance, sweeping and lighting when located within the City's right of way.	(see above)
SEWER – This annexation is within the service area of the City of Bakersfield Treatment Plant No. 2.	Adequate capacity exists.
WATER - This annexation is within the service area of the Greenfield Water District.	Adequate capacity exists.
OTHER - (Refuse)-When annexed, service will be provided by the City either by City forces or by contracts with a franchise refuse collector.	City refuse pickup is once or twice a week.

Notice of Exemption

TO: □ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

■ County Clerk
County of Kern
1115 Truxtun Avenue
Bakersfield, CA 93301

FROM: City of Bakersfield
Planning Division
1715 Chester Avenue
Bakersfield, CA 93301

Project Title: Annexation No. 690 (Union No. 16)

Project Location-Specific: Eastside of South Union Avenue about 600 feet south of East Hosking Avenue

Project Location-City: Not applicable **Project Location-County:** Kern

Description of Nature, Purpose, and Beneficiaries of Project: The project is a request to annex property into the City of Bakersfield.

Name of Public Agency Approving Project: City of Bakersfield

Name of Person or Agency Carrying Out Project: Development Services Department, Planning Division

Exempt Status (check one):

□ **Ministerial (Sec. 21080(b)(1); 15268);**
□ **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:** California Code of Regulations (CCR) Section 15061(b)(3)

Reasons why project is exempt: The City of Bakersfield (Lead Agency) has determined the project would not have the potential for causing a significant effect on the environment pursuant to CCR Section 15061(b)(3). The action is a change in jurisdiction only and no ground disturbance is proposed at this time. Therefore, the activity is exempt from CEQA.

Lead Agency Contact Person: Kassandra Nearn **Area Code/Telephone/Extension:** (661) 326-3733

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:  **Date:** August 14, 2019 **Title:** Associate Planner II

■ **Signed by Lead Agency** **Date received for filing at OPR:**
□ **Signed by Applicant**

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions o.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/27/2019

WARD: Ward 2

SUBJECT: Bakersfield Police Department Shooting Range

1. Reject bid
2. Approve resolution to dispense with bidding procedures

STAFF RECOMMENDATION:

Staff recommends rejection of the bid and approval of the resolution.

BACKGROUND:

The Bakersfield Police Department Shooting Range is located at 3419 Truxtun Avenue on a 3.5 acre site. When originally constructed in the 1940's, the site was on the edge of the developed urban area. Since that time, much has changed in the Community as the facility has been encroached upon by urbanization and as the Department has grown to a metropolitan police force with a projected complement of 507 police officers.

Over the years, the facilities have not been sufficiently upgraded to accommodate for the growing firearms training needs of the Department. Current standards require that each officer qualify four times annually with their handgun, and additional qualifications are needed for back-up weapons, patrol rifles, shotguns, and less lethal munitions. The current facility is also utilized for SWAT qualifications and monthly tactical firearms training. The range is also used for qualification purposes by other law enforcement agencies in Kern County that do not have their own firearm training facilities.

Therefore, Staff is proposing an upgrade to the Bakersfield Police Department Shooting Range to meet these existing and growing needs. The project consists of demolition of existing structures and concrete, and the procurement and installation of a new structure (such as a pre-engineered building) and ballistic baffling systems which will improve the overall safety at the facility. Other work includes lighting and electrical modifications, HVAC systems for ventilation, modifications to rubberized trap system and other modifications to provide a safe, user-friendly shooting range.

On July 11, 2019, the City received one bid for the Bakersfield Police Department Shooting

Range. That bid was significantly higher than the project's engineer's estimate of $1,870,000. Therefore, Staff reached out to several of the bidders and subcontractors in order to receive feedback as to why the price was significantly higher than the engineer's estimate. Staff was told that several bidders were concerned about the complexity of the project, concerns related to the loading on the pre-engineered metal building as well as the construction time-frame for this project. The one bid that was received is as follows:

Superior Construction 4241 E. Brundage Lane Bakersfield, CA 93307	$2,685,000

Staff recommends that the bid be rejected. Staff is exploring options for reducing the cost of the project, including contacting the contractors which were pre-approved to bid this project, to identify areas of high costs and ideas for potential cost savings. The project will be reevaluated and staff will reach out to Superior Construction and other potential contractors about the option of doing a sole-source contract to complete this construction. Staff will also reach out to the Gordian Group, a national cooperative procurement company and member of the National Joint Powers Association, to study the feasibility of possibly constructing these improvements through a Job Order Contracting (JOC) program.

Staff recommends approval of the resolution to dispense with bidding. This will allow staff to consider all of the options mentioned above.

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE CONSTRUCTION OF THE BAKERSFIELD POLICE DEPARTMENT SHOOTING RANGE AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE CONSTRUCTION OF SAID PROJECT, NOT TO EXCEED $2,050,000.

WHEREAS, the City may enter into cooperative procurement contracts for the work in question, which may be performed better or more economically by city employees or the supplies, equipment or materials may be purchased more economically on the open market without competitive bidding pursuant to Bakersfield Municipal Code Section 3.20.060(D)(3); and

WHEREAS, prices offered through national cooperative procurement contracts are generally less expensive than the prices for work, supplies, equipment or materials the City is currently paying; and

WHEREAS, purchasing work, supplies, equipment or materials for the City through national cooperative procurement contracts is to the City's economic advantage and in the City's best interests; and

WHEREAS, Bakersfield Municipal Code Section 3.20.060(D)(3) allows the City to dispense with bidding procedures when the city council, after rejecting bids, or if no bids are received, by a resolution adopted by at least four affirmative votes declares that, in its opinion, based on estimates supplied by the city manager, the work in question may be performed better or more economically by city employees or the supplies, equipment or materials may be purchased more economically on the open market, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed; and

WHEREAS, the process used to determine the vendors for the cooperative procurement contracts herein substantially comply with the City's procurement process, including public advertisement for sealed bids and awards determined on the basis of best value.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

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

2. The Council finds that after rejecting bids, or if no bids are received, by a resolution adopted by at least four affirmative votes declares that, in its opinion, based on estimates supplied by the city manager, the work in question may be performed better or more economically by city employees or the supplies, equipment or materials may be purchased more economically on the open market, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed; and

3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(3) of the Bakersfield Municipal Code.

4. The Finance Director or his designee is authorized to execute agreement for the construction of Bakersfield Police Department Shooting Range as a sole-source contract or at Sourcewell (formerly National Joint Powers Alliance® (NJPA)) pricing through a vendor, and to negotiate the purchase of same, not to exceed $2,050,000.

5. That the Finance Director or designee is authorized to negotiate and execute any documents that may be necessary to register with, and purchase work, supplies, equipment or materials from, the vendors herein.

--oo0oo--

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

YES:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER _____

_____
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____
KAREN GOH Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA RUDNICK
Deputy City Attorney

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions p.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/26/2019

WARD: Ward 6

SUBJECT: Repair and Maintenance Services for five Turblex blowers located at Wastewater Treatment No. 3:

1. Resolution determining that parts and services required for the Turblex blowers located at Wastewater Treatment Plant No. 3 cannot be obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefore, not to exceed $120,000.
2. Agreement with Howden Roots, LLC., to provide parts and services for the Turblex blowers located at Wastewater Treatment Plant No. 3, three-year term, not to exceed $120,000.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution and approval of agreement.

BACKGROUND:

Wastewater Treatment Plant 3 operates five Turblex aeration blowers for treatment of the wastewater influent. These aeration blowers are in continuous operation and provide dissolved oxygen required to sustain the biological treatment of the wastewater influent.

Item 1 – Howden Roots, LLC is the only factory-authorized provider of parts and services for the Turblex blowers in North America, the proposed resolution will allow the Finance Director to dispense with normal bidding procedures. This, in turn, will allow the Wastewater Division to procure needed parts and services required to properly maintain the Turblex blowers in good working condition.

Item 2 – Staff contacted Howden Roots and has received a proposal for a three-year service agreement. The agreement provides for required annual maintenance services and routine replacement parts, as well as unforeseen miscellaneous repairs.

Sewer Enterprise funds are budgeted to fund this resolution within the Sewer Enterprise Funds; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
Resolution - Howden Roots	Resolution
Exhibit A - Sole Source	Exhibit
Exhibit B - Proposal	Exhibit
Agreement- Howden Roots	Agreement

RESOLUTION NO. _____

RESOLUTION DETERMINING THAT PARTS AND SERVICES REQUIRED FOR THE TURBLEX BLOWERS LOCATED AT WASTEWATER TREATMENT PLANT NO. 3 CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR, NOT TO EXCEED $120,000.

WHEREAS, Wastewater Treatment Plant No. 3 (WWTP 3) has five Turblex blowers for the treatment of wastewater influent; and

WHEREAS, the Turblex blowers require regular repair and maintenance services; and

WHEREAS, Howden Roots, LLC is the only factory-authorized provider of services and parts for Turblex blowers in North America (letter attached hereto as **Exhibit A** and incorporated by reference herein); and

WHEREAS, Howden Roots has submitted a three-year service agreement proposal, attached hereto as **Exhibit B** and incorporated by reference herein; and

WHEREAS, the Public Works Director recommends the Council find the purchase of replacement parts and services required to repair and maintain the Turblex blowers located at WWTP 3 can only be reasonably obtained from Howden Roots, because Howden Roots is the sole provider of required parts and services for the City's geographical area, and recommend the Council dispense with bidding requirements, in accordance with subsection D.2 of Section 3.20.060 of the Bakersfield Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. Based on the facts included in the above recitals, the services and parts can only be reasonably obtained from Howden Roots, because Howden Roots is the sole provider of the required parts and services for the City's geographical area.

3. The expenditure of funds for required parts and services shall not exceed One Hundred Twenty Thousand Dollars ($120,000).

4. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES: COUNCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCILMEMBER_____
ABSTAIN: COUNCILMEMBER _____
ABSENT: COUNCILMEMBER_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED:

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By _____
JOSHUA RUDNICK
Deputy City Attorney II

EXHIBIT A

April 9, 2019

Howden Roots, LLC
4654 W. Junction Street
Springfield, MO 65802, USA

Tel: **+1 417 864 5599**
Fax: **+1 417 866 0235**
Web: **www.howden.com**

Subject: Factory Authorized Service

Dear Howden / Turblex Equipment Owners,

The Howden Roots site located in Springfield, Missouri is a production and service facility that has been providing customized turbomachinery solutions for over 30 years.

This location manufactures parts, performs repairs, and provides field services for Single Stage Blowers, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

- Steam turbines – Howden, Siemens
- Blowers and compressors – Turblex, HV-Turbo, Cord-Turbo, Siemens Energy, Inc., Roots, Kuhnle, Kopp & Kausch
- Fans – Schiele

Howden is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. The Howden field service group is supported by a staff of mechanical, electrical and instrumentation engineers from our engineering centers.

For technical support and/or spare parts for your Howden equipment, contact us at +1 417 864-5599.

Purchase orders should be addressed to:
Howden Roots, LLC
4654 West Junction Street (formerly West Farm Road 130)
Springfield, MO 65802
USA

Remit to:
Howden Roots, LLC
901 Main Street, 7th Floor
Dallas, TX 75202

Remit via Bank Wire/ACH to:
Howden Roots, LLC
Account number: 4451243234
SWIFT Code: BOFAUS3N
Routing number domestic: 023009593
Routing number ACH/EFT: 111000012

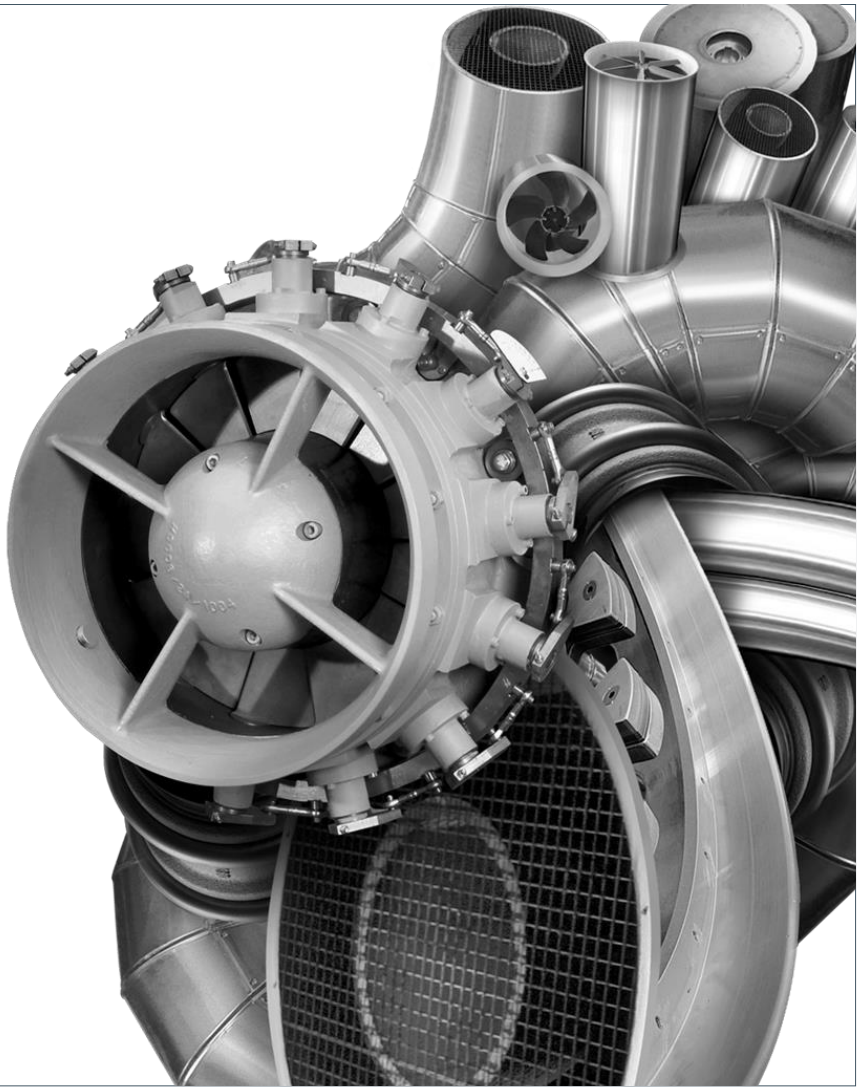
Should you have any problems or additional needs, please do not hesitate to contact us.

With kindest regards,

Jorge Parada
Operations Manager

Phone: (417) 864-5599
Email: Jorge.Parada@Howden.com

EXHIBIT B



Proposal

Three Year Service Agreement

Proposal to:	**Bakersfield**	**Our reference:**	**HROLSV.AFM.000875**
For:	**David Weatherly**		
Project:	**Bakersfield 3 Year LTA**	**Date:**	**July 8th, 2019**

Howden, 4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 425 9064
Email: matt.mosier@howden.com
Web: www.howden.com

Revolving Around You™

Howden

1. Introduction

This proposal is for a three year service agreement for the Howden (Turblex) compressors installed at Bakersfield WWTP. We look forward to our continued relationship and are pleased to offer this proposal for your consideration.

Your Howden contacts:

Commercial inquiries:

Matt Mosier
Tel: +1 417 425-9064
Fax: +1 417 866-0235
Email: Matt.Mosier@howden.com

Technical inquiries:

Louis Volpe
Tel: +1 417 380-5682
Fax: +1 417 866-0235
Email: Louis.Volpe@howden.com

2. Technical specification

2.1. Scope of supply/equipment description

- Three year service agreement for the five (5) compressors (Model KA22SV-GL255, S/N: 7722-26) installed at Bakersfield WWTP.
- The factory service program will consist of three visits (performed annually) to the jobsite by a factory representative who will provide annual inspections and Class I services.
- A total of one (1) Class I service will be performed on each of the five (5) compressors in conjunction with one or more of the three plant visits.
- One eight (8) hour day for maintenance and operations training
- Typical replacement parts for the Class I services are included. Any other replacement parts and labor are not included in this program. Description of Annual Inspections and Class I services are attached.

2.2. Notes

- Proposal assumes the site will provide at least one qualified helper to assist the Howden technician. This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform above listed services. Does not include craft labor and special tools to support the work.
- This proposal includes typical replacement parts for above listed services. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required. Typical replacement parts are non-returnable.

- Howden LTSA members will receive 24 hour technician mobilization if emergency services are required; in case emergency service is required it will be billed at the current published rates in attached rate schedule.
- Howden LTSA members will have access to remote troubleshooting services available upon request; these services if required will be billed at the current published rates in attached rate schedule.

2.3. Parts list

Class I: KA22SV-GL225			
5	SEALING RING	9332260869	H503
5	O-RING	9332253500	D119
5	O-RING	89027262	H110
10	O-RING	89027296	H111
5	O-RING	89412415	T231
5	O-RING	N17V3185	T246
Cleaning Kits			
1	Cleaning Kit A	300031	
1	Cleaning Kit B	300032	

2.4. Pricing

Service Agreement	
Total Price (USD)	**$114,000.00**

2.5. Terms

This service agreement can be procured by a onetime lump sum payment at the above price and will lock in cost for the contracts entirety. If yearly payments are requested, annual purchase orders will be accepted with prior approval. Howden reserves the right to adjust cost due to market fluctuations with a paid yearly contract.

This proposal is based on our Howden Roots, LLC Standard Terms of Sale of Goods. All provisions of this offer are subject to negotiation and final approval by Howden.

Howden Roots

4654 W. Junction Street
Springfield, MO 65802
USA
T (417) 864-5599
After Hours Emergency #:
(417) 929-2929
www.howden.com

Schedule of Field Service Rates

A. The following rates apply for service in Continental United States and Mexico:
Note: All rates are in U.S. Dollars

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	$175/hour	First 40 Hours	$270/hour
	Over 40 Hours	$265/hour	Over 40 Hours	$400/hour
Sunday, and locally recognized holidays	All Hours	$350/hour	All Hours	$540/hour

B. The following rates apply for service outside Continental North America:

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	$210/hour	First 40 Hours	$280/hour
	Over 40 Hours	$320/hour	Over 40 Hours	$425/hour
Sunday, and locally recognized holidays.	All Hours	$425/hour	All Hours	$560/hour

C. The following standards shall apply:

1. The minimum time off for a person during any 24-hour period must be eight (8) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables “A” & “B”. Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables “A” & “B”
3. Standby time at job site, or locally on call, shall be regarded as time worked. For full days of Work and/or Standby, an 8 hour daily charge will apply. Standby time, Monday through Saturday, will be invoiced at the Monday through Saturday Work rate in Tables “A” & “B”. Standby time Sundays and holidays will be invoiced at the Sunday and holiday rate in Tables “A” & “B”. Weekend waiting rate will be invoiced at the Field Service Technician first 40 hour rate in Tables “A” & “B”.
4. Rates apply from time and date of departure home base to time and date of return home base.
5. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
6. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
7. Payments shall be in U.S. funds unless otherwise agreed in writing.
8. Rates quoted are subject to adjustment without notice to conform to Seller’s published rates in effect at the time service is performed.
9. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses:

1. Meals will be $65/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds $60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of $350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed $500).

E. Terms and Conditions:

The sale of services by Howden Roots LLC (“Seller”) is subject to Seller’s Terms for Sale of Goods and if such terms differ in any way from Buyer’s order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller’s acceptance is expressly made conditional on Buyer’s assent to any terms or conditions contained in Seller’s terms that are different from or additional to those contained in Buyer’s writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer’s order of the services shall constitute and manifest Buyer’s assent to Seller’s Terms for Sale of Goods.

PROPRIETARY & CONFIDENTIAL
Important: This is a solicitation. It is subject to revocation without notice. All orders are subject to acceptance by Seller and the terms included.

Howden Roots LLC
Standard Terms and Conditions of Sale

1. DEFINITIONS; SCOPE - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. ACCEPTANCE - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

3. TESTING AND INSPECTION – If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection//review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

4. TITLE & RISK OF LOSS - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

5. WARRANTY - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSIVE OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

6. INSTALLATIONS AND ASSEMBLY – Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

7. INTELLECTUAL PROPERTY - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

8. PATENT INDEMNITY - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

9. BUYER MATERIALS - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) Invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

10. ON-SITE SERVICES – The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

10.1 Indemnity of Buyer. Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

10.2 Insurance. Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of $1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of $2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of $1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

10.3 Other On-site/Service Provisions. Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or

remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

11. FORCE MAJEURE; SHIPMENT AND DELAYS - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

12. TAXES & DUTIES - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

13. PAYMENT OF PURCHASE PRICE - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestone payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

14. CANCELLATION - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," "and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; (2) Buyer breaches any material term of this Order; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

15. **EXPORT CONTROL-** Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

16. **NUCLEAR SALES (IF APPLICABLE) - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).**

17. LIMITATION OF LIABILITY; INDEMINITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

17.1 **Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.**

17.2 **Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.**

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

18. **ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT -** These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **HOWDEN NORTH AMERICA, INC. dba HOWDEN ROOTS** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of blowers and aeration instrumentation systems maintenance and service; and

WHEREAS, CONTRACTOR is the only authorized contractor that can service the CITY's Turblex blowers and aeration instrumentation systems.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: provide maintenance and repair services for the Turblex blowers at Wastewater Treatment Plant No. 3 ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

   2.1 Three (3) annual payments of Thirty Eight Thousand Dollars ($38,000) beginning in December 2019 for services described in Section 2 Technical specification of the Proposal, attached hereto as **Exhibit A**, and included by reference herein.

   2.2 Any additional work will be paid on a time/material basis in

accordance with the rates as shown on **Exhibit A**.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than One Hundred Twenty Thousand Dollars ($120,000) for performing the Scope of Work.

3. **TERM**. Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2023.

4. **TERMINATION**. Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS**. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

6. **INDEPENDENT CONTRACTOR**. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

7. **DIRECTION**. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

8. **EQUIPMENT**. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

9. **STARTING WORK**. CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first

written above.

10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.

12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. **INSURANCE.**

16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

16.1.2 **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation

to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 **General Provisions Applying to All Insurance Types.**

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

16.2.2 All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

16.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers

with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands by a third party whatsoever against

them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by the negligence of CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this

Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **HOWDEN ROOTS**
4654 W. Junction Street
Springfield, MO 65802
Attn: Matthew Mosier

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 51-0255519
CONTRACTOR is a corporation? Yes X No
(Please check one.)

35. **LIMITATION OF LIABILITY.** CONTRACTOR shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Agreement. CONTRACTOR's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Purchase Order.

36. **WARRANTY.** CONTRACTOR warrants that: (i) the Equipment will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Equipment and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. CONTRACTOR's warranties on the Equipment will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Equipment or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by CONTRACTOR). CONTRACTOR's sole liability and CITY's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Equipment by CONTRACTOR, at CONTRACTOR's option and cost (but not

including transportation, removal, reinstallation, and decontamination). CONTRACTOR's warranties on the Services will be in effect until twelve (12) months from the date of the performance of such Services. CONTRACTOR's sole liability and CITY's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by CONTRACTOR. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by CONTRACTOR for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. CONTRACTOR shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Equipment must be returned to CONTRACTOR free of all contaminants and, in the event of replacement, will become the property of CONTRACTOR unless CONTRACTOR instructs otherwise. If CONTRACTOR opts to perform any warranty obligations in-place, CITY shall, without cost to CONTRACTOR, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit CONTRACTOR to perform its warranty obligations.

There are no warranties, conditions, guarantees, representations, or remedies that extend beyond the face of these terms and conditions. All other warranties, conditions, guarantees, representations, or remedies expressed or implied, statutory or otherwise (including any condition or warranty of merchantability or of fitness for a particular purpose) not expressly set forth herein, are fully disclaimed and excluded to the fullest extent permitted by law. Seller's warranties do not cover any goods or services that have been altered or subjected to accident or improper storage, installation, assembly, commissioning, maintenance, use or application. Seller does not warrant that the goods will resist the action of erosive or corrosive gases, liquids, or solids, or produce results in compliance with any laws, decrees, or other standards.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR" **HOWDEN NORTH AMERICA, INC. dba HOWDEN ROOTS**

By: Lucinda Wadle

Print Name: Lucinda Wadle

Title: Proposals Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

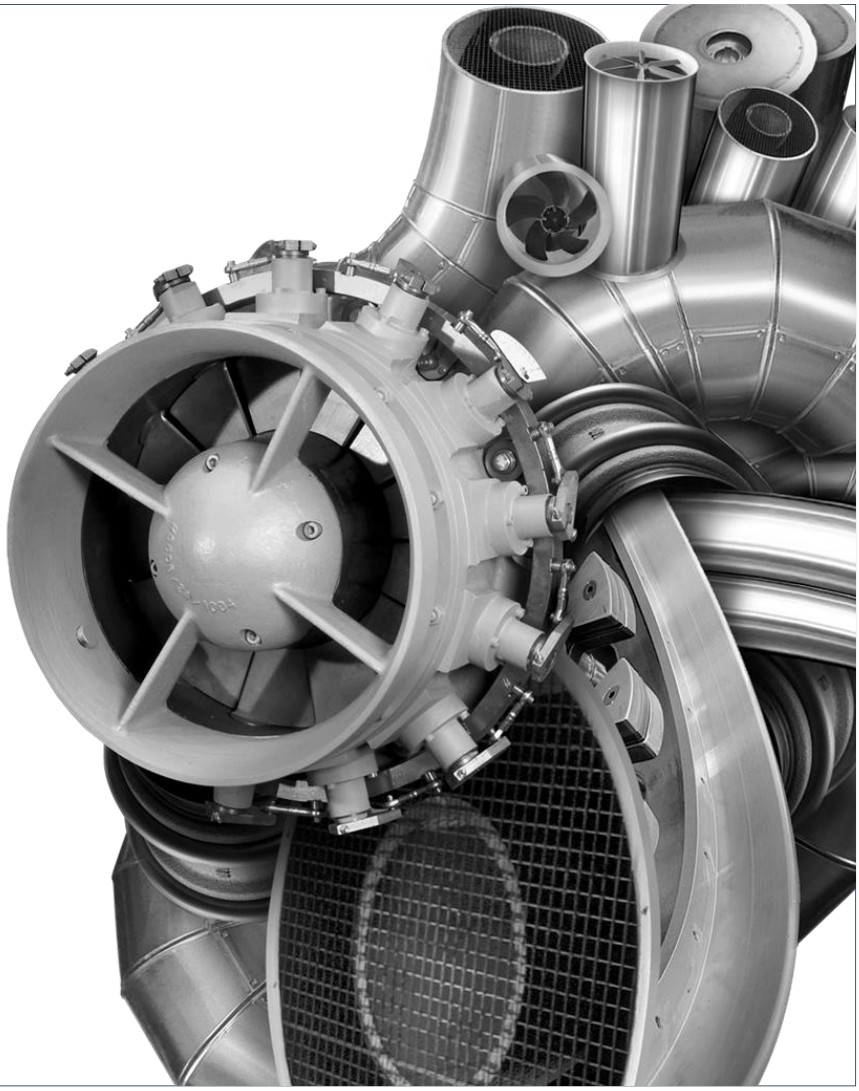
By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A

EXHIBIT A



Proposal

Three Year Service Agreement

Proposal to:	**Bakersfield**	**Our reference:**	**HROLSV.AFM.000875**
For:	**David Weatherly**		
Project:	**Bakersfield 3 Year LTA**	**Date:**	**July 8th, 2019**

Howden, 4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 425 9064
Email: matt.mosier@howden.com
Web: www.howden.com

Revolving Around You™

Howden

1. Introduction

This proposal is for a three year service agreement for the Howden (Turblex) compressors installed at Bakersfield WWTP. We look forward to our continued relationship and are pleased to offer this proposal for your consideration.

Your Howden contacts:

Commercial inquiries:

Matt Mosier
Tel: +1 417 425-9064
Fax: +1 417 866-0235
Email: Matt.Mosier@howden.com

Technical inquiries:

Louis Volpe
Tel: +1 417 380-5682
Fax: +1 417 866-0235
Email: Louis.Volpe@howden.com

2. Technical specification

2.1. Scope of supply/equipment description

- Three year service agreement for the five (5) compressors (Model KA22SV-GL255, S/N: 7722-26) installed at Bakersfield WWTP.
- The factory service program will consist of three visits (performed annually) to the jobsite by a factory representative who will provide annual inspections and Class I services.
- A total of one (1) Class I service will be performed on each of the five (5) compressors in conjunction with one or more of the three plant visits.
- One eight (8) hour day for maintenance and operations training
- Typical replacement parts for the Class I services are included. Any other replacement parts and labor are not included in this program. Description of Annual Inspections and Class I services are attached.

2.2. Notes

- Proposal assumes the site will provide at least one qualified helper to assist the Howden technician. This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform above listed services. Does not include craft labor and special tools to support the work.
- This proposal includes typical replacement parts for above listed services. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required. Typical replacement parts are non-returnable.

- Howden LTSA members will receive 24 hour technician mobilization if emergency services are required; in case emergency service is required it will be billed at the current published rates in attached rate schedule.
- Howden LTSA members will have access to remote troubleshooting services available upon request; these services if required will be billed at the current published rates in attached rate schedule.

2.3. Parts list

Class I: KA22SV-GL225			
5	SEALING RING	9332260869	H503
5	O-RING	9332253500	D119
5	O-RING	89027262	H110
10	O-RING	89027296	H111
5	O-RING	89412415	T231
5	O-RING	N17V3185	T246
Cleaning Kits			
1	Cleaning Kit A	300031	
1	Cleaning Kit B	300032	

2.4. Pricing

Service Agreement	
Total Price (USD)	**$114,000.00**

2.5. Terms

This service agreement can be procured by a onetime lump sum payment at the above price and will lock in cost for the contracts entirety. If yearly payments are requested, annual purchase orders will be accepted with prior approval. Howden reserves the right to adjust cost due to market fluctuations with a paid yearly contract.

This proposal is based on our Howden Roots, LLC Standard Terms of Sale of Goods. All provisions of this offer are subject to negotiation and final approval by Howden.

Howden Roots

4654 W. Junction Street
Springfield, MO 65802
USA
T (417) 864-5599
After Hours Emergency #:
(417) 929-2929
www.howden.com

Schedule of Field Service Rates

A. The following rates apply for service in Continental United States and Mexico:
Note: All rates are in U.S. Dollars

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	$175/hour	First 40 Hours	$270/hour
	Over 40 Hours	$265/hour	Over 40 Hours	$400/hour
Sunday, and locally recognized holidays	All Hours	$350/hour	All Hours	$540/hour

B. The following rates apply for service outside Continental North America:

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	$210/hour	First 40 Hours	$280/hour
	Over 40 Hours	$320/hour	Over 40 Hours	$425/hour
Sunday, and locally recognized holidays.	All Hours	$425/hour	All Hours	$560/hour

C. The following standards shall apply:

1. The minimum time off for a person during any 24-hour period must be eight (8) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables “A” & “B”. Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables “A” & “B”
3. Standby time at job site, or locally on call, shall be regarded as time worked. For full days of Work and/or Standby, an 8 hour daily charge will apply. Standby time, Monday through Saturday, will be invoiced at the Monday through Saturday Work rate in Tables “A” & “B”. Standby time Sundays and holidays will be invoiced at the Sunday and holiday rate in Tables “A” & “B”. Weekend waiting rate will be invoiced at the Field Service Technician first 40 hour rate in Tables “A” & “B”.
4. Rates apply from time and date of departure home base to time and date of return home base.
5. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
6. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
7. Payments shall be in U.S. funds unless otherwise agreed in writing.
8. Rates quoted are subject to adjustment without notice to conform to Seller’s published rates in effect at the time service is performed.
9. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses:

1. Meals will be $65/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds $60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of $350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed $500).

E. Terms and Conditions:

The sale of services by Howden Roots LLC (“Seller”) is subject to Seller’s Terms for Sale of Goods and if such terms differ in any way from Buyer’s order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller’s acceptance is expressly made conditional on Buyer’s assent to any terms or conditions contained in Seller’s terms that are different from or additional to those contained in Buyer’s writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer’s order of the services shall constitute and manifest Buyer’s assent to Seller’s Terms for Sale of Goods.

PROPRIETARY & CONFIDENTIAL
Important: This is a solicitation. It is subject to revocation without notice. All orders are subject to acceptance by Seller and the terms included.

Howden Roots LLC
Standard Terms and Conditions of Sale

1. DEFINITIONS; SCOPE - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. ACCEPTANCE - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

3. TESTING AND INSPECTION – If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection//review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

4. TITLE & RISK OF LOSS - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

5. WARRANTY - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSIVE OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

6. INSTALLATIONS AND ASSEMBLY – Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

7. INTELLECTUAL PROPERTY - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

8. PATENT INDEMNITY - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

9. BUYER MATERIALS - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) Invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

10. ON-SITE SERVICES – The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

10.1 Indemnity of Buyer. Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

10.2 Insurance. Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of $1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of $2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of $1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

10.3 Other On-site/Service Provisions. Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or

remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

11. FORCE MAJEURE; SHIPMENT AND DELAYS - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

12. TAXES & DUTIES - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

13. PAYMENT OF PURCHASE PRICE - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestone payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

14. CANCELLATION - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," "and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; (2) Buyer breaches any material term of this Order; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

15. **EXPORT CONTROL-** Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

16. **NUCLEAR SALES (IF APPLICABLE) - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).**

17. LIMITATION OF LIABILITY; INDEMINITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

17.1 **Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.**

17.2 **Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.**

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

18. **ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT -** These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Resolutions q.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/16/2019

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

SUBJECT: Resolutions of Intention (ROI) to add the following areas to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report for each:

1. ROI No. 2004 adding Area 2-73 (6901 Ming Avenue) – Ward 5
2. ROI No. 2005 adding Area 2-74 (4012 White Lane) – Ward 6
3. ROI No. 2006 adding Area 2-75 (Tract 7354 w/o Highgate Park Boulevard s/o Ming Avenue) – Ward 5
4. ROI No. 2007 adding Area 4-195 (424 24th Street) – Ward 2
5. ROI No. 2008 adding Area 4-196 (1206 Oregon Street) – Ward 2
6. ROI No. 2009 adding Area 4-197 (329 S. King Street) – Ward 1
7. ROI No. 2010 adding Area 1-122 (Tract 6419 Phase 4 southwest corner of Etchart Road and Quail Creek Road) - Ward 3

STAFF RECOMMENDATION:

Staff recommends adopting the Resolutions of Intention.

BACKGROUND:

Written requests have been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of a public park and street landscaping. This area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels when a park has been constructed and street landscaping has been installed.

The City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded with the Kern County Assessor-Recorder's Office upon approval of this Resolution.

Staff is recommending the new territories be added to the Consolidated Maintenance District at the next City Council meeting.

ATTACHMENTS:

Description	Type
ROI #2004 adding Area 2-73 to the CMD	Resolution
MD 2-73 Exhibit 1	Exhibit
MD 2-73 Exhibit A	Exhibit
MD 2-73 Exhibit B	Exhibit
MD 2-73 Exhibit C	Exhibit
MD 2-73 Exhibit D	Exhibit
MD 2-73 Exhibit E	Exhibit
MD 2-73 Exhibit F	Exhibit
ROI #2005 adding Area 2-74 to the CMD	Resolution
MD 2-74 Exhibit 1	Exhibit
MD 2-74 Exhibit A	Exhibit
MD 2-74 Exhibit B	Exhibit
MD 2-74 Exhibit C	Exhibit
MD 2-74 Exhibit D	Exhibit
MD 2-74 Exhibit E	Exhibit
MD 2-74 Exhibit F	Exhibit
ROI #2006 adding Area 2-75 to the CMD	Resolution
MD 2-75 Exhibit 1	Exhibit
MD 2-75 Exhibit A	Exhibit
MD 2-75 Exhibit B	Exhibit
MD 2-75 Exhibit C	Exhibit
MD 2-75 Exhibit D	Exhibit
MD 2-75 Exhibit E	Exhibit
MD 2-75 Exhibit F	Exhibit
ROI #2007 adding Area 4-195 to the CMD	Resolution
MD 4-195 Exhibit 1	Exhibit
MD 4-195 Exhibit A	Exhibit
MD 4-195 Exhibit B	Exhibit
MD 4-195 Exhibit C	Exhibit
MD 4-195 Exhibit E	Exhibit
MD 4-195 Exhibit F	Exhibit
ROI #2008 adding Area 4-196 to the CMD	Resolution
MD 4-196 Exhibit 1	Exhibit
MD 4-196 Exhibit A	Exhibit
MD 4-196 Exhibit B	Exhibit

MD 4-196 Exhibit C	Exhibit
MD 4-196 Exhibit D	Exhibit
MD 4-196 Exhibit E	Exhibit
MD 4-196 Exhibit F	Exhibit
ROI #2009 adding Area 4-197 to the CMD	Resolution
MD 4-197 Exhibit 1	Exhibit
MD 4-197 Exhibit A	Exhibit
MD 4-197 Exhibit B	Exhibit
MD 4-197 Exhibit C	Exhibit
MD 4-197 Exhibit D	Exhibit
MD 4-197 Exhibit E	Exhibit
MD 4-197 Exhibit F	Exhibit
ROI #2010 adding Area 1-122 to the CMD	Resolution
MD 1-122 Exhibit 1	Exhibit
MD 1-122 Exhibit A	Exhibit
MD 1-122 Exhibit B	Exhibit
MD 1-122 Exhibit C	Exhibit
MD 1-122 Exhibit D	Exhibit
MD 1-122 Exhibit E	Exhibit
MD 1-122 Exhibit F	Exhibit

RESOLUTION OF INTENTION NO. 2004

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 2-73 (6901 MING AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 5)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 2-73 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 2-73

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 6901 Ming Avenue and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit “C”) per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 2-73

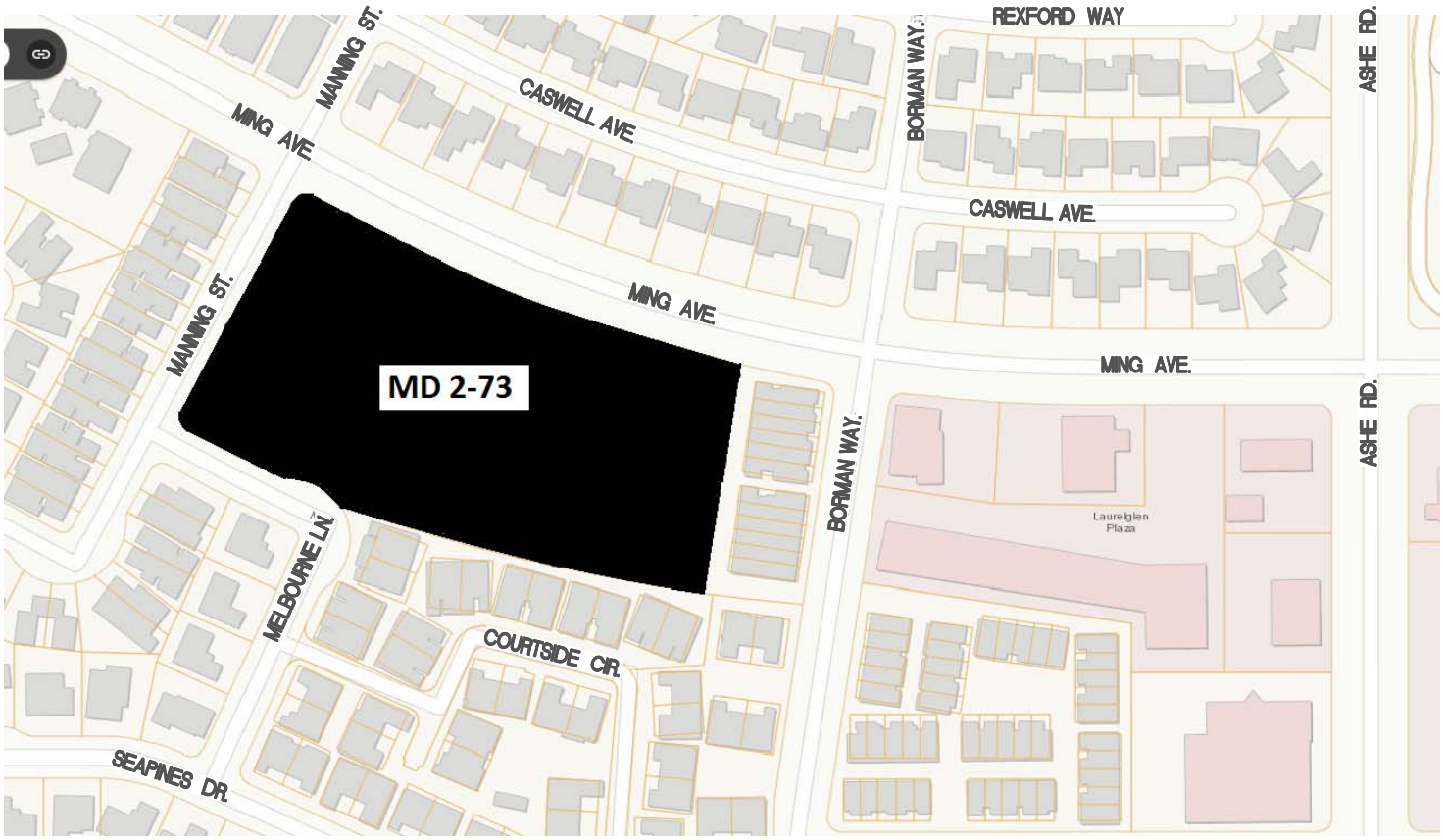
An area located in Section 9, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

PMW 19-0031
6901 Ming Ave Bakersfield California

Containing: 6.25 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 2-73) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 2-73 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 2-73

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 2-73

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.	Total amount to be collected for FY (2018-2019)
380-010-13-00-2	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

January 25, 2019

City of Bakersfield - Public Works Department
Attn: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

RE: Inclusion of Parcel Map Waiver located at 6901 Ming Avenue in a Consolidated Maintenance District (CMD)

Dear Mr. Padilla:

We, the undersigned, as owners of the property included within Parcel Map Waiver located at 6901 Ming Ave. hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Chabad of Bakersfield, Inc.

Rabbi Shmuel Schlanger
Director

MD 2-73 EXHIBIT F

RESOLUTION OF INTENTION NO. 2005

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 2-74 (4012 WHITE LANE) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 6)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 2-74 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 2-74

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 4012 White Lane and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit “C”) per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 2-74

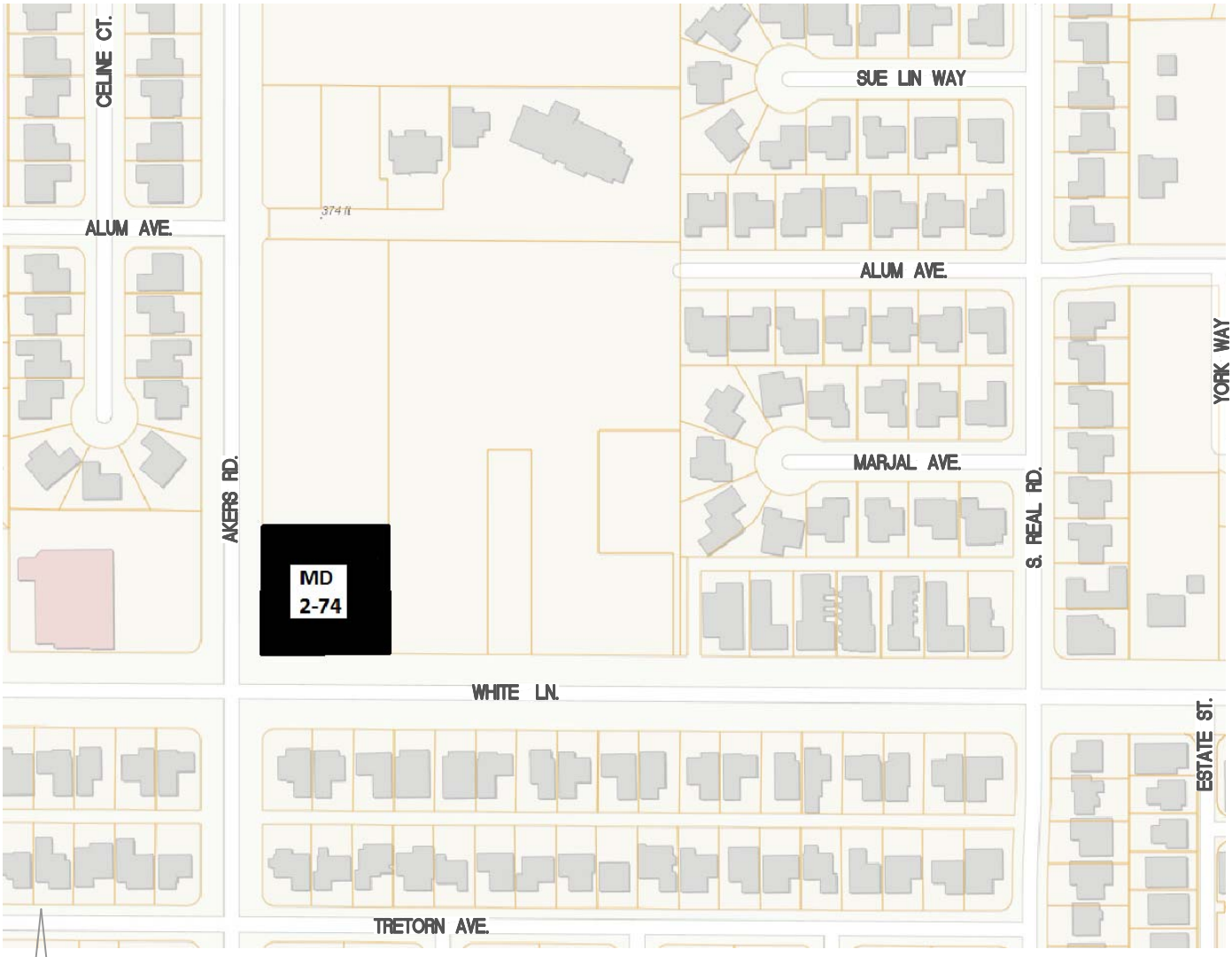
An area located in Section 14, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

SPR 18-0189
4012 White Lane Bakersfield California

Containing: 0.79 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 2-74) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 2-74 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 2-74

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 2-74

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
403-520-06-00-6	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

BOMAR
PARTNERS
9810 Brimhall Rd.
Bakersfield, CA 93312
661 695 6600 | F 661 327 1221
www.bomarpartners

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Padilla:

RE: **Site Plan Review Number: 18-0189**

We, the undersigned, as owners of the property included within Site Plan Review No._18-0189__hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $ _871.00___as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Anthony Olivieri
Principal

MD 2-74 EXHIBIT F

RESOLUTION OF INTENTION NO. 2006

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 2-75 (TRACT 7354 WEST OF HIGHGATE PARK BOULEVARD, SOUTH OF MING AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 5)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 2-75 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 2-75

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as Tract 7354, west of Highgate Park Boulevard and south of Ming Avenue and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit “C”) per parcel. In each subsequent year, annual assessments may increase by the cost of living

reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 2-75

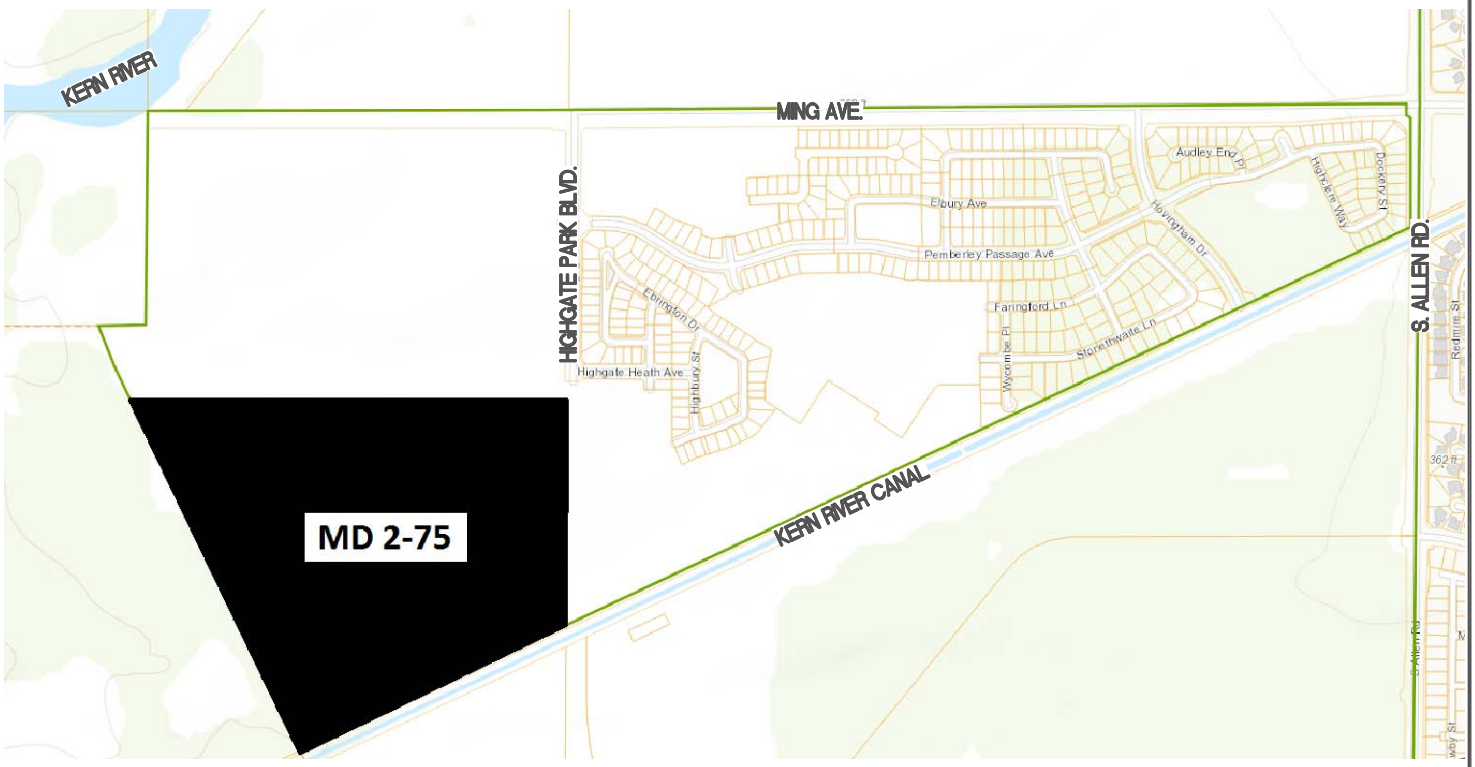
An area located in Section 10, Township 30, Range 26 M.D.B. & M., more particularly described as follows:

Tract 7354
None Bakersfield California

Containing: 94.6 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 2-75) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 2-75 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 2-75

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 2-75

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
523-540-41-00-8	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

February 25, 2019

City of Bakersfield - Public Works
Department Attn:Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: **Inclusion of** *(choose one of the following)* **Remainder of Parcel 2 of LLA 17-0353 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within *(choose one of the following)* ***Remainder of Parcel 2 of*** **LLA No.17-0353** hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,
Castle & Cooke California, Inc.

Scott R. Thayer
Senior Vice President

MD 2-75 EXHIBIT F

RESOLUTION OF INTENTION NO. 2007

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-195 (424 24TH STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-195 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-195

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 424 24th Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area 4-195

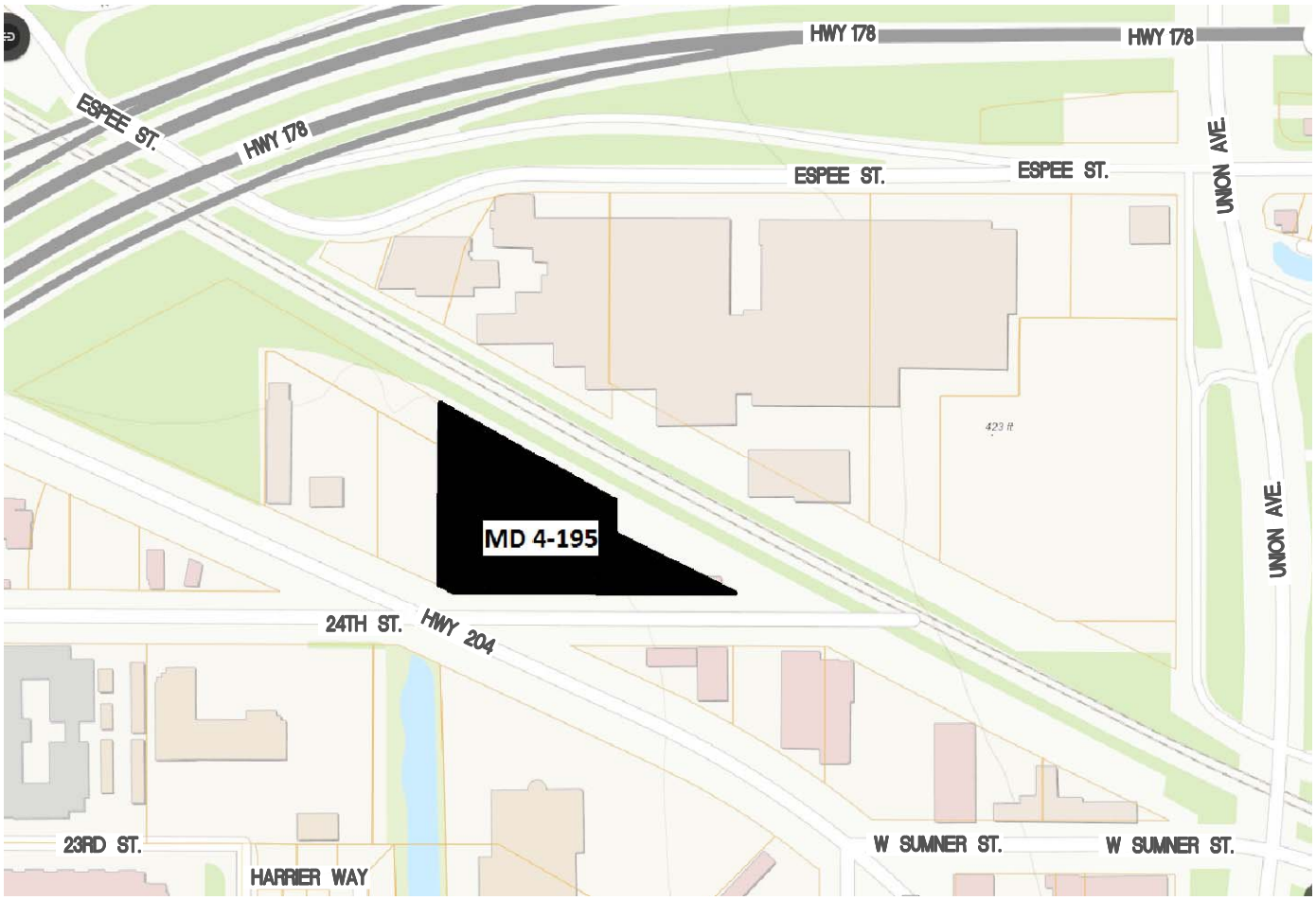
An area located in Section 30, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 18-0207
424 24th St. Bakersfield California

Containing: 1.57 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-195) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE:MD 4-195 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 4-195

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.	Total amount to be collected for FY (2018-2019)
005-010-07-01-8	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

(*LETTERHEAD*)
(*Date*) 1-31-19
424 24th Street Bakersfield, CA 93301

City of Bakersfield - Public Works Department
Attn: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Padilla:

RE: **Inclusion of** *(choose one of the following)* **Tract Map • Parcel Map • Parcel Map Waiver No.** ~~18-3933~~ SPR 18-0207 **in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within *(choose one of the following)* Tract Map • Parcel Map • Parcel Map Waiver • No. SPR 18-0207 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $ 871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

(*Name*) Bryan Oberg
(*Title*) Owner

MD 4-195 EXHIBIT F

RESOLUTION OF INTENTION NO. 2008

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-196 (1206 OREGON STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-196 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-196

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1206 Oregon Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area 4-196

An area located in Section 28, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 18-0284
1206 Oregon St. Bakersfield California

Containing: 0.17 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-196) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-196 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 4-196

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 4-196

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
015-100-15-00-1	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

(*LETTERHEAD*)
(*Date*)

AYALA HOLDINGS CORP.
3501 Mall View Ct ste 155-177
Bakersfield CA. 93306
661-213-7676

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: **Inclusion of** *(choose one of the following)* **Tract Map • Parcel Map • Parcel Map Waiver No.** SPR 18-0284 **in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within *(choose one of the following)* Tract Map • Parcel Map • Parcel Map Waiver • No. 18-0284 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $ 871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Jesus H. Ayala

(*Name*) Jesus H. AYALA
(*Title*) President of Ayala Holdings Corp.

MD 4-196 EXHIBIT F

RESOLUTION OF INTENTION NO. 2009

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-197 (329 SOUTH KING STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-197 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-197

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 329 South King Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area 4-197

An area located in Section 32, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

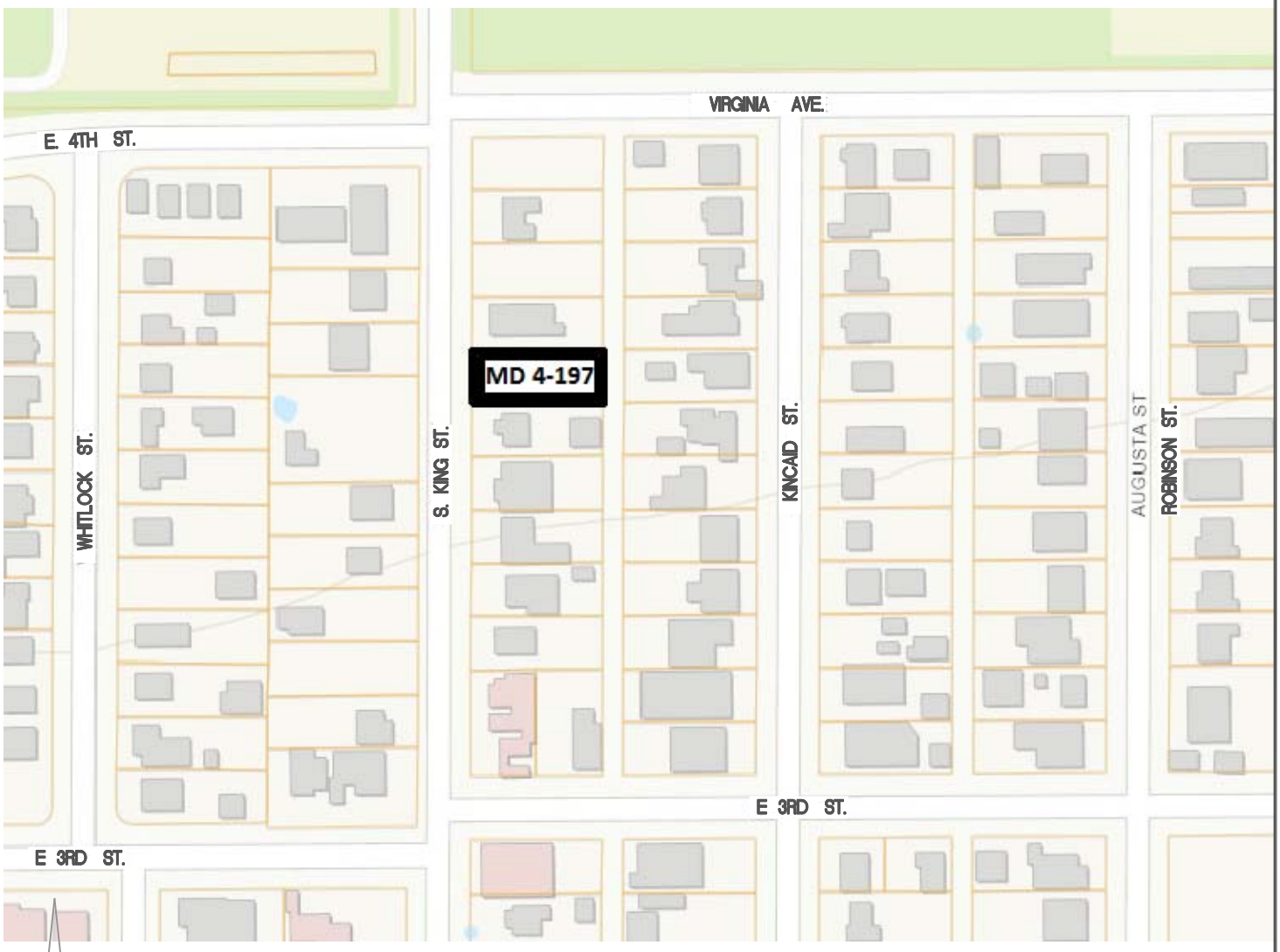
SPR 18-0301

329 S. King St. Bakersfield California

Containing: 0.14 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-197) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-197 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 4-197

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 4-197

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
018-140-20-00-8	$0.00
Total	$0.00

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

(*LETTERHEAD*)
(*Date*)

AYALA HOLDINGS CORP.
3501 Mall View Ct ste 155-177
Bakersfield CA. 93306
661 213-7676

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: **Inclusion of** *(choose one of the following)* **Tract Map • Parcel Map • Parcel Map Waiver No.** SPR 18-03-01 **in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within *(choose one of the following)* Tract Map • Parcel Map • Parcel Map Waiver • No. SPR 18-03-01 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $ 871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for_____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Jesus H. Ayala

(*Name*) Jesus H. Ayala
(*Title*) President of Ayala Holdings Corp.

MD 4-197 EXHIBIT F

RESOLUTION OF INTENTION NO. 2010

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 1-122 (TRACT 6419 PHASE 4 SOUTHWEST CORNER OF ETCHART ROAD AND QUAIL CREEK ROAD) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 3)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 1-122 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 1-122

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as Tract 6914 Phase 4 at the southwest corner of Etchart Road and Quail Creek Road and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit “C”) per parcel. In each subsequent year, annual assessments may increase by the cost of living

reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 1-122

An area located in Section 5, Township 29 S, Range 27 E M.D.B. & M., more particularly described as follows:

Tract 6419-4
Etchart Rd. Bakersfield California

Containing: 1.88 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 1-122) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 1-122 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

EXHIBIT C

MAINTENANCE DISTRICT AREA 1-122

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	$0.00
Estimated Beginning Fund Balance(Deficit) **	$0.00
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 1-122

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
492-080-53-00-5	$0.00
Total	$0.00

EXHIBIT E

MD 1-122 EXHIBIT F

Woodside Homes®
BETTER BY DESIGN

July 23, 2019

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: **Inclusion of portion of Tract Map No. 6419 – Phase 4 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within Tract Map No. 6419 – Phase 4 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for $871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for August 14, 2019 at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Chris Williams – Vice President
Woodside 06N, LP by: WDS GP, Inc., a California Corporation, its General Partner

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements r.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final Map, Improvement Agreement, and Landscape Agreement with Old River & Panama, LLC (Developer) for Tract 6536, Phase 1 located South of Panama Lane and West of old River Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 6536 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. The Developer LLC, wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

Additionally, the Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements for Phases 1 & 2 within the time frame and in the manner outlined in the agreement’s terms. A landscape agreement is required whenever the Developer desires to record their final map before the landscaping improvements are in.

ATTACHMENTS:

Description	Type

Tract 6536 Phase 1 - Improvement Agreement	Agreement
Tract 6536 Phase 1 - Landscape Agreement	Agreement
Tract 6536 Phase 1 - Final Map	Backup Material
Tract 6536 Phase 1 - Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6536 PHASE 1

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Old River & Panama, LLC**, a Delaware Limited Liability Company, authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6536 Phase 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 6, 2005, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.

4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.

4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. **DEFAULT; REMEDIES.**

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY**. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY**.

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311
Telephone: 661-885-9406
Email: mwade@landstonecompanies.com

Surety:
_____
Attn: _____
_____
_____
Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 46-3518216.
Developer is a corporation? Yes _____ No __X___.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____

KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____

RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____

NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

DEVELOPER

Old River & Panama, LLC

By: _____

Print Name: MATHEW P. WADE

Title: CEO

By: _____

Print Name: _____

Title: _____

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

ACKNOWLEDGMENT

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

State of California
County of Kern)

On June 20, 2019 before me, Lori Hair, Notary Public
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22. 2021

Signature Lori Hair (Seal)

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6536 Unit 1 - Onsite

Date: 1/17/2019
Job No: 13-077.00
Prepared By: gab

As of 5/23/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items
Storm Drain Improvements								
1.	18" Storm Drain (RGJ-RCP)	50	lf	95.00	4,750		100%	4,750
2.	24" Storm Drain (RGJ-RCP)	665	lf	105.00	69,825		100%	69,825
3.	30" Storm Drain (RGJ-RCP)	78	lf	115.00	8,970		100%	8,970
4.	Type A Catch Basins	4	ea	5000.00	20,000		100%	20,000
5.	Manhole	4	ea	4000.00	16,000		100%	16,000
6.	Outlet Structure	1	ea	4000.00	4,000		100%	4,000
				Sub-Total	123,545		Sub-Total	123,545
Sewer Improvements								
7.	6" Sewer Line	266	lf	50.00	13,300		100%	13,300
8.	8" Sewer Line	1954	lf	55.00	107,470		100%	107,470
9.	4" Laterals	2051	lf	30.00	61,530		100%	61,530
10.	Standard Manhole, 6' to 8'	7	ea	2600.00	18,200		100%	18,200
				Sub-Total	200,500		Sub-Total	200,500
Water Improvements								
11.	1" Water Services	58	ea	1100.00	63,800		100%	63,800
12.	8" PVC CL 150 Waterline	2181	lf	35.00	76,335		100%	76,335
13.	8" Gate Valve & Valve Box	5	ea	1560.00	7,800		100%	7,800
14.	6" Fire Hydrant Assembly	5	ea	4000.00	20,000		100%	20,000
15.	Tie-in to existing line	1	ea	1100.00	1,100	2	50%	550
16.	2" Blow-off Assembly	1	ea	1200.00	1,200		100%	1,200
17.	Wharf Hydrant	1	ea	2000.00	2,000		100%	2,000
				Sub-Total	172,235		Sub-Total	171,685
Street Improvements								
18.	A.C. Paving	1,290	tns	75.00	96,750	3	95%	91,913
19.	Aggregate Base (Class 2)	2,636	cy	70.00	184,520		100%	184,520
20.	Roadway Excavation/Subgrade Preparation	1,648	cy	25.00	41,200		100%	41,200
21.	6" Curb & Gutter	4,305	lf	25.00	107,625		100%	107,625
22.	Sidewalk (4" thick)	14,480	sf	6.00	86,880	4	95%	82,536
23.	Driveways (6" thick)	6,960	sf	9.00	62,640	4	95%	59,508
24.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000		100%	10,000
25.	Street Name Signs	3	ea	300.00	900		0%	0
26.	Street Lights - COB Standard	6	ea	6000.00	36,000	5	95%	34,200
27.	Survey Monument & Encasement	4	ea	750.00	3,000		100%	3,000
				Sub-Total	629,515		Sub-Total	614,502
	TOTAL IMPROVEMENTS:				1,125,795		Total Complete:	1,110,232
	20 % Contingency:				225,159			
	ENFORCEMENT COST				15,000			
	TOTAL IMPROVEMENT BOND:				**1,365,954**			
	50% LABOR BOND:				**682,977**			

EXHIBIT C

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6536 Unit 1 - Onsite

Date: 1/17/2019
Job No: 13-077.00
Prepared By: gab

As of 5/23/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items



1. Total Improvements (A1):	$1,125,795
2. 20% Contigency for All Work (A2):	$225,159
3. TOTAL (A1 + A2):	$1,350,954
4. Work Completed (B):	$1,110,232
5. Remaining Work (C) = (A1) - (B):	$15,563
6. 20% Contigency Remaining Work (D):	$3,113
7. Subtotal (E) = (C) + (D):	$18,676
8. Enforcement Cost (F):	$15,000

Surety for Faithful Performance of Remaining Work
Total = (E + F) or ($0 if NOC Issued): **$33,676**
Or Mininum 50% of Total: **$682,977**

Surety for Labor and Material Bond (60 Day term from NOC)
50% of Total = 50% (A1 + A2 + F): **$682,977**

Surety for Warranty Bond (365 Day term from NOC)
10% of Total = 10% (A1 + A2 + F): **$136,595**

Notes:
1. All quantities are from previous bond estimate prepared 1/17/19 with reduction for partial completion based on inspection performed on 5/23/19
2. Waterline is constructed in place. Reduction in completion for "Tie-In to existing line" is indicated for remaining tie-in, testing, sanitation, etc. required.
3. Reduction in completion of AC Paving shown for remaining requirement to construct temporary turnaround.
4. Minor portions of sidewalk and driveways not constructed.
5. Street lights installed. Reduction shown for required completion of base grouting, aprons, flashing of lights, etc.

EXHIBIT C

Bond No: 367791S

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Unit 1 Onsite. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety") are held and firmly bound unto the City in the penal sum of $ 682,977.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 17, 20 19

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Kern }

On July 19, 2019 before me, Lori Hair Notary Public,

Date (here insert name and title of the officer)

personally appeared Matthew P. Wade

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature: Lori Hair (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

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

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019.

By: Cassie J. Barnisford
Cassie J. Barnisford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robyn Patrick
Signature of Notary Public

ROBYN PATRICK
COMM. #2207037
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Aug. 22, 2021

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

Bond No: 367791S

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Unit 1 Onsite ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 682,977.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on 7/17, 2019.

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

EXHIBIT D

seal

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Kern }

On July 17, 2019 before me, Lori Hair Notary Public,

Date (here insert name and title of the officer)

personally appeared Matthew P. Wade

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature: Lori Hair (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By:
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

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State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019.

By: Cassie J. Bernsford
Cassie J. Bernsford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROBYN PATRICK
COMM. #2207037
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Aug. 22, 2021

Signature Robyn Patrick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ryan Crosby
Crosby and Crosby Insurance Services 111 "H" Street Bakersfield CA 93304	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ryan@crosbyandcrosby.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS CAS INS CO OF AMER	19046
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Urban Land Advisors, LLC
Old River and Panama, LLC
9201 Camino Media Ste 120
Bakersfield CA 93311

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SPC GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6808160X63A	10/01/2018	10/01/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are named as additional insureds as respects to all operations of the Named Insured. Coverage includes blanket waiver of subrogation.

Re: Tract 6536 Phase 1 & 2

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF BAKERSFIELD ORIGINAL

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EXHIBIT E

POLICY NUMBER: 6808160X63A

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Additional Insured - When required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

EXHIBIT E

Old River & Panama, LLC

Direct: 661.565.5714
9201 Camino Media Suite 120
Bakersfield, CA 93311

May 2, 2019.

City of Bakersfield
Michelle Mendenhall
1501 Truxtun Avenue
Bakersfield, CA 93301

RE: Old River & Panama, LLC TR 6536 Phases 1 & 2

To whom it may concern,

This letter shall confirm Old River & Panama, LLC has no employees and no vehicles.

Sincerely,

Matthew P. Wade
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311

BAKER

EXHIBIT E

BAKERSFIELD

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 5/1/19

Name: _____ Name: _____
(Print or Type) (Signature)

Company Name (if any): OLD RIVER 1 PANAMA, LLC

Title: CEO Telephone: (661) 706-8109

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000) in addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees

Risk Management - 01/12

CITY OF BAKERSFIELD

EXHIBIT E

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6536 PHASE 1 & 2

This **LANDSCAPE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **Old River & Panama, LLC**, a Delaware Limited Liability Company, authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6536 Phase 1 & 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS.** Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on October 6, 2005, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.

2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:

   2.1. Title 16 of the Bakersfield Municipal Code;
   2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
   2.3. Approved plans and specifications;
   2.4. Adopted City standards; and
   2.5. Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.

4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. **Release of Security.** The Security will be released as described in **Exhibit B**.

6. DEFAULT; REMEDIES.

6.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

6.1.7. Developer or owner of the Project transfers ownership of the Project.

6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

6.2.1. Demand that any available surety pay for the completion of the Improvements;

6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and

6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

7. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

8. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

9.1. Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

9.2. Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

9.3. Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

10.1. Types and Limits of Insurance. In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

10.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

10.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

10.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

10.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

10.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

10.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

10.2.5. The insurance required in this section must be maintained until the Performance Security is released.

10.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.

10.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. MISCELLANEOUS.

11.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

11.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311
Telephone: 661-885-9406
Email: mwade@landstonecompanies.com

Surety: _____

Attn: _____

_____

_____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

11.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

11.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

11.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

11.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 46-3518216.
Developer is a corporation? Yes _____ No __X__.
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

DEVELOPER

Old River & Panama, LLC

By: _____
Print Name: MATTHEW P. WADE
Title: CEO

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California
County of Kern)

On June 20, 2019 before me, Lori Hair, Notary Public
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature Lori Hair (Seal)

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION FOR LANDSCAPE AGREEMENT

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by a Recreation and Parks Construction Inspector
		Acceptance Letter from the Recreation and Parks Department
		Other items required by tract conditions:

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City serves Developer with the Developer/Contractor Acceptance Letter; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield Tract 6536 - Phase 1/2

Date: 1/28/2019
Job No: 13077.00
Prepared By: AV

Item No.	Item Description	Qty	Unit	Unit $	Item $
Landscape - Old River Road & Panama Lane					
1.	R/W Landscaping, Standard	8736	sf	5.00	43,682
				Sub-Total	43,682
	TOTAL IMPROVEMENTS:				43,682
	20 % Contingency:				8,736
	ENFORCEMENT COST				**6,552**
	TOTAL IMPROVEMENT BOND:				**58,970**
	50% LABOR BOND:				**29,485**



1-28-19

EXHIBIT C

Bond No: 367793S

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Phase 1 & 2 Landscape. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety") are held and firmly bound unto the City in the penal sum of $ 58,970.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 17, 20 19

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 19, 2019 before me, Lori Hair
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature Lori Hair (Seal)

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

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

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ROBYN PATRICK
COMM. #2207037
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Aug. 22, 2021

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

Bond No: 367793S

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Phase 1 & 2 Landscape ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 58,970.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on 7/17, 2019.

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 17, 2019 before me, Lori Hair
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature Lori Hair (Seal)

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: _____
Daniel Young, Senior Vice-President

By: _____
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1987 CALIFORNIA

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

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019.

By: _____
Cassie J. Bernsford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1987 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robyn Patrick
Signature of Notary Public

BRS1 ROBYN PATRICK COMM. #2207037 NOTARY PUBLIC • CALIFORNIA KERN COUNTY My Comm. Exp. Aug. 22, 2021 BRS1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ryan Crosby
Crosby and Crosby Insurance Services 111 "H" Street Bakersfield CA 93304	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ryan@crosbyandcrosby.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS CAS INS CO OF AMER	19046
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Urban Land Advisors, LLC
Old River and Panama, LLC
9201 Camino Media Ste 120
Bakersfield CA 93311

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SPC GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6808160X63A	10/01/2018	10/01/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are named as additional insureds as respects to all operations of the Named Insured. Coverage includes blanket waiver of subrogation.

Re: Tract 6536 Phase 1 & 2

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RL

CITY OF BAKERSFIELD ORIGINAL

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EXHIBIT E

POLICY NUMBER: 6808160X63A

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Additional Insured - When required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

EXHIBIT E

Old River & Panama, LLC

Direct: 661.565.5714
9201 Camino Media Suite 120
Bakersfield, CA 93311

May 2, 2019.

City of Bakersfield
Michelle Mendenhall
1501 Truxtun Avenue
Bakersfield, CA 93301

RE: Old River & Panama, LLC TR 6536 Phases 1 & 2

To whom it may concern,

This letter shall confirm Old River & Panama, LLC has no employees and no vehicles.

Sincerely,

Matthew P. Wade
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311

EXHIBIT E

BAKERSFIELD

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 5/1/19

Name: _____ Name: MATTHEW WADE
(Print or Type) (Signature)

Company Name (if any): OLD RIVER 1 PANAMA, LLC

Title: CEO Telephone: (661) 706-8109

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

Risk Management - 01/12

CITY OF BAKERSFIELD

EXHIBIT E

TRACT No. 6536 - PHASE 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF LOT "B" OF LOT LINE ADJUSTMENT No. 15-0527 PER CERTIFICATE OF COMPLIANCE RECORDED MARCH 15, 2016 AS DOCUMENT No. 00216031870 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 58 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS 15.15 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS OLD RIVER ROAD REMAINS A PUBLIC ROAD, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 12, 13, 34 AND 35, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE THE CITY OF BAKERSFIELD AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES OVER, ON AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, OVER, ON, AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON. SAID STRIP OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, A FLOWAGE AND DRAINAGE EASEMENT FOR SUMP LOT "C", ON, UNDER AND OVER THAT CERTAIN AREA AS DESIGNATED UPON THIS MAP, SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR SIDEWALK PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 34 AND 35, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 12, 13, 34 AND 35, AS SHOWN HEREON.

OLD RIVER AND PANAMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME MATTHEW P. WADE
TITLE CEO

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF KERN)
ON June 20, 2019 BEFORE ME, Lori Hair, A NOTARY PUBLIC, PERSONALLY APPEARED Matthew P. Wade, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Lori Hair

PRINTED NAME: Lori Hair MY COMMISSION EXPIRES: 10/22/21

MY COMMISSION IS IN THE COUNTY OF KERN MY COMMISSION I.D. NO. 2219447

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED SEPTEMBER 25, 2006 HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, GEOTECHNICAL ENGINEER NO. 2698, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

NOTE:

"NEIGHBORING BUSINESS ACTIVITY STATEMENT: THE COUNTY OF KERN ENCOURAGES OPERATION OF PROPERLY CONDUCTED BUSINESS IN AGRICULTURAL, OIL, MINING, MANUFACTURING, AND OTHER NONRESIDENTIAL OPERATIONS WITHIN THE COUNTY. IF THE PROPERTY YOU ARE PURCHASING IS LOCATED NEAR THESE BUSINESSES, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS TO THE EXTENT ALLOWED BY LAW. THIS NOTICE DOES NOT WAIVE YOUR LEGAL RIGHTS."

CITY CLERK'S STATEMENT

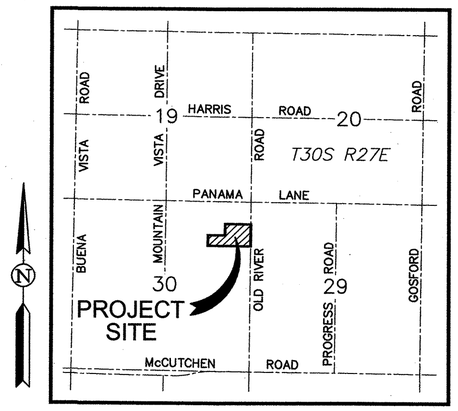
THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 6536-PHASE 1 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
THE PUBLIC IN GENERAL AND THE CITY OF BAKERSFIELD	EASEMENT HOLDER PER SALES MAP OF THE LANDS OF KERN COUNTY LAND COMPANY IN SAID SECTION 30, FILED JANUARY, 22, 1892, IN THE OFFICE OF THE KERN COUNTY RECORDER
THE CITY OF BAKERSFIELD	EASEMENT HOLDER PER DOCUMENT No. 0216029724 OF OFFICIAL RECORDS
DAVID ANTONGIOVANNI, ET. AL	MINERAL RIGHTS BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER BOOK 6159, PAGES 154, AND AMENDMENT RECORDED IN BOOK 6243, PAGE 618 BOTH OF OFFICIAL RECORDS
MACLEU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	MINERAL RIGHTS BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000213138644 OF OFFICIAL RECORDS
LENNAR HOMES OF CALIFORNIA, INC, A CALIFORNIA CORPORATION & MACLEU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	EASEMENT HOLDER PER DOCUMENT No. 0209043436 OF OFFICIAL RECORDS

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD



VICINITY MAP
NO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OLD RIVER AND PANAMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN APRIL OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020 OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

7-12-19
ROGER A. McINTOSH DATE
L.S. No. 4383

LICENSED LAND SURVEYOR ROGER A. McINTOSH No. 4383 STATE OF CALIFORNIA

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 20, 2005, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR JIM MATERN SCHROETER L 7851 STATE OF CALIFORNIA

JIM MATERN SCHROETER LS 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER NICOLAS FIDLER C 61069 CIVIL STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

TRACT No. 6536 - PHASE 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 58 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
15.15 GROSS ACRES

BASIS OF BEARINGS

THE BEARING OF N 89°06'48" W SHOWN FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, T. 30 S., R. 27 E., M.D.M., SHOWN ON KERN COUNTY SURVEYORS FILED MAP No. 7-1, BOOK 6, PAGE 26 IN THE OFFICE OF THE KERN COUNTY SURVEYOR WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____.M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

7-12-19

FD. K.C.S. CONC. MON. IN L.H. FOR N. 1/4 COR. SEC. 30, 30/27 PER K.C.S. FILED MAP No. 7-1 BK. 6, PG. 26

[N 89°06'48" W]
(N 89°06'48" W)
N 89°06'48" W BASIS OF BEARINGS

1313.20'
<1320.00'>
[1313.20']

NORTHWEST CORNER OF LOT "B" OF L.L.A. No. 15-0527

℄ PANAMA LANE
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

1316.57'
[1316.57']

[2629.77']
(2629.704')
2629.77'

FD. K.C.S. CONC. MON. IN L.H. FOR N.E. COR. SEC. 30, 30/27 PER K.C.S. FILED MAP No. 7-1 BK. 6, PG. 26

[5277.63']
5277.63'

[1320.40']
1321.40'

WESTERLY LINE OF LOT "B" OF L.L.A. No. 15-0527

1011.40'

LOTS 3 & 4
SALES MAP OF LANDS OF
KERN COUNTY LAND COMPANY

℄ MOUNTAIN VISTA DRIVE
WEST LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

2638.81'

1321.21'
[1321.21']

[N 0°40'59" E]
N 0°40'59" E

[N 0°47'50" E]
N 0°47'50" E

FD. 3" B.C. MKD. FOR COR. & LS 1911 IN L.H. FOR W. 1/4 COR. SEC. 30, 30/27 PER K.C.S. FILED MAP No. 7-1, BK. 6, PG. 26

[N 89°06'17" W]
[1315.83']
N 89°06'17" W
1315.83'

TRACT No. 6916-1
M. BK. 60, PGS. 133-135

1317.60'
[1317.60']

N 0°40'59" E
1316.60'
[N 0°40'59" E]
[1316.60']

[2835.19']
2835.19'

[1318.45']
1318.45'

CTR. SEC. 30, 30/27 CALCULATED POSITION BY INTERSECTION

2638.82'
[2638.82']

FD. 2" I.P. W/NAIL FOR S. 1/4 COR. SEC. 30, 30/27 PER R/S BK. 18, PG. 4

[659.23']
659.23'

N 89°08'55" W [N 89°08'55" W]
2640.50'

[N 0°37'34" E]
[1316.10']
N 0°37'34" E
1316.10'

REMAINDER PORTION OF LOT "B" L.L.A. No. 15-0527

12.96 GROSS ACRES
PER CERTIFICATE OF COMPLIANCE
RECORDED MARCH 15, 2016
AS DOC. No. 0216031870 O.R.

LOT "A" L.L.A. No. 15-0527

PER CERTIFICATE OF COMPLIANCE
RECORDED MARCH 15, 2016
AS DOC. No. 0216031870 O.R.

LANDSCAPE & PUE
LOT "A"
896 SF

N 89°06'17" W
[N 89°06'17" W]
808.30'
[743.30']

65.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 68.30' | 9.00' | 66.00'

1 8125 SF | 2 7500 SF | 3 7500 SF | 4 7500 SF | 5 7500 SF | 6 7500 SF | 7 7500 SF | 8 7500 SF | 9 7500 SF | 10 7500 SF | 11 7500 SF | 12 8362 SF

N 0°53'43" E 125.00' | N 0°53'51" E 104.00' | N 0°33'51" E 95.00'

10' PUE

310.00'

12.69' | 29.61' | L1 | 48.02'

66'

CITY OF BAKERSFIELD STREET RIGHT OF WAY DEDICATION PER DOC. No. 0216029724 O.R.

155.00'

30' | 30' | 30'

N 89°06'17" W
779.20'

N 89°06'17" W
713.02'

N 89°06'17" W
809.20'

BLOUNTSVILLE DRIVE

644.37'

L3 | 45.00' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 40.39' | 12.76' | L2

23 7925 SF | 22 7764 SF | 21 7764 SF | 20 7764 SF | 19 7764 SF | 18 7764 SF | 17 7764 SF | 16 7764 SF | 15 7764 SF | 14 7764 SF | 13 7498 SF

10' PUE

260.00'

310.00'

℄ MOSSY CREEK WAY
30' | 210.00'

N 89°06'17" W
508.58'

63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 65.00'

51 7892 SF | 52 7921 SF | 53 7921 SF | 54 7921 SF | 55 7921 SF | 56 7921 SF | 57 7921 SF | 58 7925 SF

N 0°53'43" E 125.00' | 105.00'

10' PUE

62.91' | 63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 63.37' | 45.00'

N 89°06'17" W
488.11'

65.00' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11'

24 7925 SF | 25 7764 SF | 26 7764 SF | 27 7764 SF | 28 7764 SF | 29 7764 SF | 30 7764 SF | 31 7764 SF | 32 7764 SF | 33 7349 SF | 34 7334 SF

10' PUE

45.00' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 62.11' | 19.12' | C3 | R3 | C4 | R4

686.09'

414.01' | 104.00' | 105.64'

2' S.W.E.

405.01'

9' | 155.00'

2' W.F.E.

℄ OLD RIVER ROAD
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

620.01' [620.01']

LANDSCAPE & PUE
LOT "B"
3686 SF

30' | 485.01'

538.00' | 30' | 30' | 661.99' | 30' | 561.00' | 55'

N 89°06'17" W

FORT SANDERS AVENUE

1199.99'

1148.89'

R1 | C1 | R2 | L5 | C2

SEE DETAIL "A" ON SHEET 3

268.06' | 64.83' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 36.00'

10' PUE

C7 | R3 | R5 | C6 | C5

SUMP
LOT "C"
33479 SF

125.00'

50 8104 SF | 49 7500 SF | 48 7500 SF | 47 7500 SF | 46 7500 SF | 45 7500 SF | 44 7500 SF | 43 7500 SF | 42 7500 SF | 41 7500 SF | 40 7500 SF | 39 7500 SF | 38 7500 SF | 37 7500 SF | 36 7398 SF | 35 9534 SF

N 0°53'43" E 125.00' | N 0°33'51" E 155.00'

112.91' | 82.89' | 9.00' | 55.00'

267.60'

64.83' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00' | 60.00'

N 89°06'17" W
[N 89°06'17" W]

1319.32'
[1319.32']

N 0°33'51" E
(N 0°33'49.6" E)
[N 0°33'51" E]

30' WIDE PUBLIC ROAD EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED JANUARY 22, 1892

1315.61'
[1315.61']

LOT 15
SALES MAP OF LANDS OF
KERN COUNTY LAND COMPANY

LOT 16
SALES MAP OF LANDS OF
KERN COUNTY LAND COMPANY

℄ BERKSHIRE ROAD
SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

[662.82']
662.82'

FD. K.C.S. CONC. MON. IN L.H. FOR E. 1/4 COR. SEC. 30, 30/27 PER K.C.S.F.B. 1132, PG. 12

5475.69' [5475.69']

TEMPORARY TURN-AROUND EASEMENT PER DOC. No. 0215105211 O.R.

[N 0°40'59" E]
N 0°40'59" E

ABANDONMENT NOTE

SEE SHEET 3 FOR EASEMENTS TO BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND

SEE SHEET 3 FOR LINE, CURVE AND RADIAL TABLE REFERENCES

N

SCALE: 1" = 80'

80 40 0 80 160

TRACT No. 6536 - PHASE 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 58 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
15.15 GROSS ACRES

LEGEND

- ◐ FOUND MONUMENT AS DESCRIBED
- O SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- ◒ SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- ( ) RECORD BEARING AND/OR DISTANCE PER KERN COUNTY SURVEYORS FILED MAP No. 7–1, BK. 6, PG. 26
- < > RECORD BEARING AND/OR DISTANCE PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED JANUARY 22, 1892
- [ ] RECORD BEARING AND/OR DISTANCE PER LOT LINE ADJUSTMENT No. 15–0527, PER DOC. No. 0216031870 O.R.
- ////////// INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

ABBREVIATIONS

FD.	FOUND	DOC.	DOCUMENT
℄	CENTERLINE	R/S	RECORD OF SURVEY
L.H.	LAMPHOLE	No.	NUMBER
CONC.	CONCRETE	M.	MAP
MON.	MONUMENT	BK.	BOOK
B.C.	BRASS CAP	PG.	PAGE
I.P.	IRON PIPE	O.R.	OFFICIAL RECORDS
W/	WITH	T. 30 S.	TOWNSHIP 30 SOUTH
L.S.	LAND SURVEYOR	R. 27 E.	RANGE 27 EAST
SEC.	SECTION	M.D.M.	MOUNT DIABLO MERIDIAN
COR.	CORNER	L.L.A.	LOT LINE ADJUSTMENT
RAD.	RADIAL	SF	SQUARE FEET
MKD.	MARKED		
K.C.S.	KERN COUNTY SURVEYOR		
K.C.S.F.B.	KERN COUNTY SURVEYOR FIELD BOOK		
PUE	PUBLIC UTILITIES EASEMENT		
S.W.E.	PUBLIC SIDEWALK EASEMENT		
W.F.E.	WALL FOOTING EASEMENT		

- L1 LINE NUMBER FOR DATA (SEE LINE TABLE)
- C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
- R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)

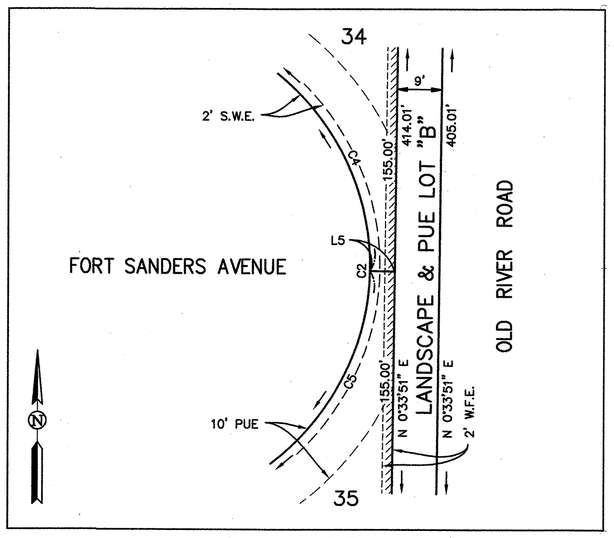
EASEMENT NOTE

A "SEWER EASEMENT AGREEMENT" BETWEEN LENNAR HOMES OF CALIFORNIA, INC, A CALIFORNIA CORPORATION & MACLEAU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PER DOC. No. 0209043436 O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED FEBRUARY 25, 2014 AS DOC. No. 0214020684 O.R.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY TURN–AROUND PURPOSES RECORDED DECEMBER 24, 2014 AS DOC. No. 0214160860 O.R.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR SEWER LINE PURPOSES RECORDED FEBRUARY 13, 2015 AS DOC. No. 0215017268 O.R.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED MARCH 13, 2015 AS DOC. No. 0215028734 O.R.



DETAIL "A"
SCALE: 1"=20'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00'	18.69'	9.81'	42°50'00"
C2	50.00'	231.84'	53.93'	265°40'01"
C3	50.00'	29.34'	15.11'	33°37'16"
C4	50.00'	86.58'	58.76'	99°12'45"
C5	50.00'	107.05'	91.46'	122°40'08"
C6	50.00'	8.87'	4.45'	10°09'53"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°43'47" E	42.30'
L2	N 44°16'13" W	42.55'
L3	N 45°53'43" E	28.28'
L4	N 44°06'17" W	28.28'
L5	N 89°06'17" W RAD.	5.00'

RADIAL TABLE	
RADIAL	BEARING
R1	N 0°53'43" E
R2	N 41°56'18" W
R3	N 43°43'43" E
R4	N 8°19'02" W
R5	N 33°33'50" E

7-12-19

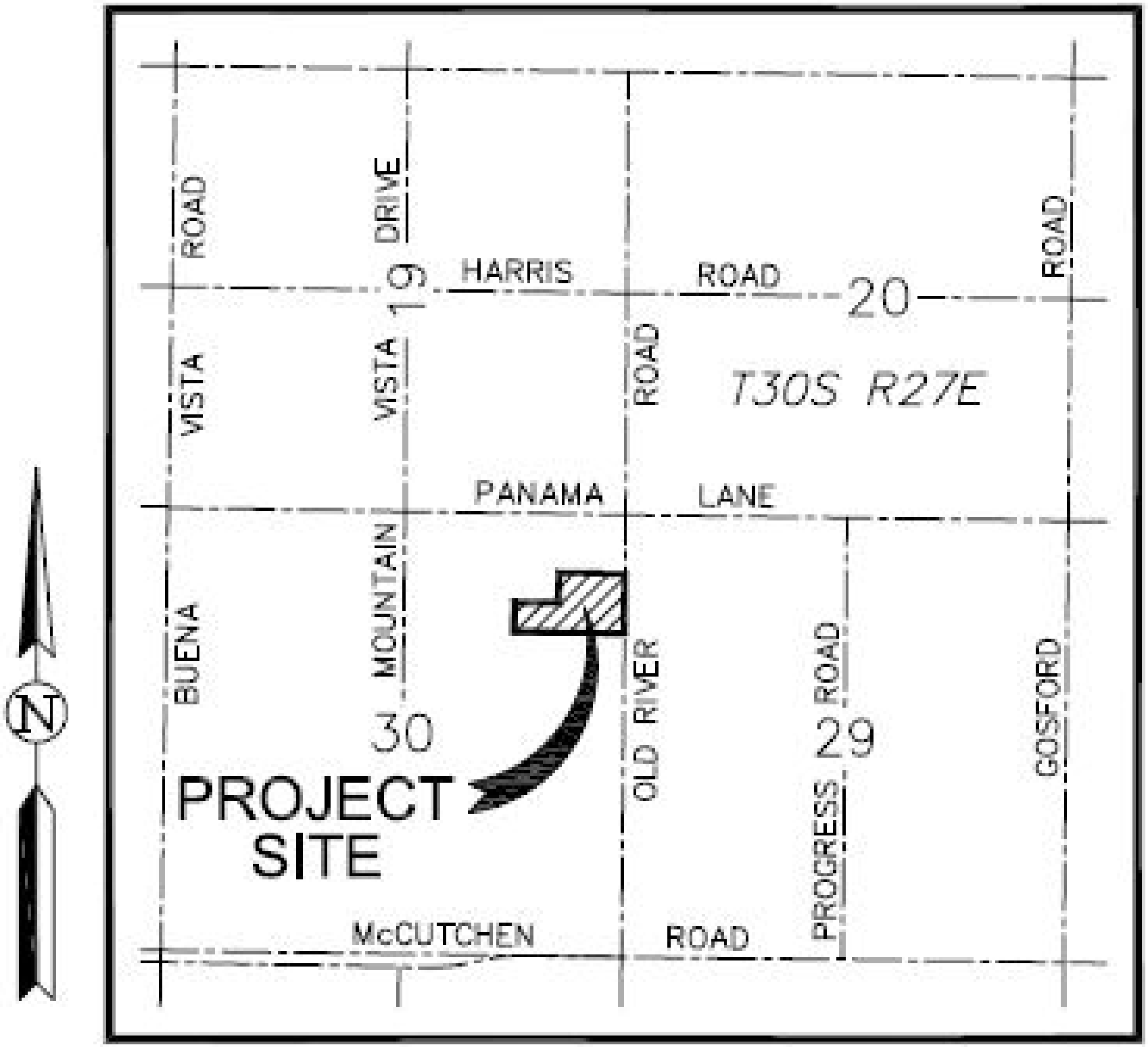
LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR–RECORDER (DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements s.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final Map and Improvement Agreement with Old River & Panama, LLC (Developer) for Tract 6536, Phase 2 located South of Panama Lane and West of old River Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 6536 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. The Developer wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
Tract 6536 Phase 2 - Improvement Agreement	Agreement
Tract 6536 Phase 2 - Final Map	Agreement
Tract 6536 Phase 2 - Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6536 PHASE 2

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Old River & Panama, LLC**, a Delaware Limited Liability Company, authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6536 Phase 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 6, 2005, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.

4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.

4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. **DEFAULT; REMEDIES.**

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311
Telephone: 661-885-9406
Email: mwade@landstonecompanies.com

Surety:
_____
Attn: _____
_____
_____
Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. **Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 46-3518216.
Developer is a corporation? Yes _____ No __X__.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

Old River & Panama, LLC

By: _____

Print Name: MATTHEW P. WADE

Title: CEO

By: _____

Print Name: _____

Title: _____

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

ACKNOWLEDGMENT

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

State of California
County of Kern)

On June 20, 2019 before me, Lori Hair, Notary Public
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature Lori Hair (Seal)

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6536 Unit 2 - Onsite

Date: 1/17/2019
Job No: 13-077.00
Prepared By: gab

As of 5/23/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items
Storm Drain Improvements								
1.	18" Storm Drain (RGJ-RCP)	470	lf	95.00	44,650		100%	44,650
2.	24" Storm Drain (RGJ-RCP)	720	lf	105.00	75,600		100%	75,600
3.	Manhole	4	ea	4000.00	16,000		100%	16,000
				Sub-Total	136,250		Sub-Total	136,250
Sewer Improvements								
4.	6" Sewer Line	200	lf	50.00	10,000		100%	10,000
5.	8" Sewer Line	1641	lf	55.00	90,255		100%	90,255
6.	4" Laterals	1771	lf	30.00	53,130		100%	53,130
7.	Clean-outs, 6"	2	ea	650.00	1,300		100%	1,300
8.	Standard Manhole, 6' to 8'	7	ea	2600.00	18,200		100%	18,200
				Sub-Total	172,885		Sub-Total	172,885
Water Improvements								
9.	1" Water Services	47	ea	1100.00	51,700		99%	51,183
10.	8" PVC CL 150 Waterline	2315	lf	35.00	81,025		100%	81,025
11.	8" Gate Valve & Valve Box	7	ea	1560.00	10,920		100%	10,920
12.	6" Fire Hydrant Assembly	5	ea	4000.00	20,000		100%	20,000
13.	Tie-in to existing line	1	ea	1100.00	1,100	2	50%	550
14.	2" Blow-off Assembly	2	ea	1200.00	2,400		100%	2,400
15.	Wharf Hydrant	2	ea	2000.00	4,000		100%	4,000
				Sub-Total	171,145		Sub-Total	170,078
Street Improvements								
16.	A.C. Paving	1,347	tns	75.00	101,025	3	95%	95,974
17.	Aggregate Base (Class 2)	2,753	cy	70.00	192,710		100%	192,710
18.	Roadway Excavation/Subgrade Preparation	1,721	cy	25.00	43,025		100%	43,025
19.	6" Curb & Gutter	4,294	lf	25.00	107,350		100%	107,350
20.	Sidewalk (4" thick)	15,575	sf	6.00	93,450	4	95%	88,778
21.	Driveways (6" thick)	5,760	sf	9.00	51,840	4	95%	49,248
22.	Handicap Ramps (ADA/Title 24/CalTrans)	6	ea	2500.00	15,000		100%	15,000
23.	Cross Gutter	1,228	sf	9.00	11,052		100%	11,052
24.	Street Name Signs	6	ea	300.00	1,800		0%	0
25.	Street Lights - COB Standard	7	ea	6000.00	42,000	5	95%	39,900
26.	Survey Monument & Encasement	7	ea	750.00	5,250		100%	5,250
				Sub-Total	664,502		Sub-Total	648,287

TOTAL IMPROVEMENTS:	1,144,782	Total Complete:	1,127,500
20 % Contingency:	228,956		
ENFORCEMENT COST	15,000		
TOTAL IMPROVEMENT BOND:	**1,388,738**		
50% LABOR BOND:	**694,369**		

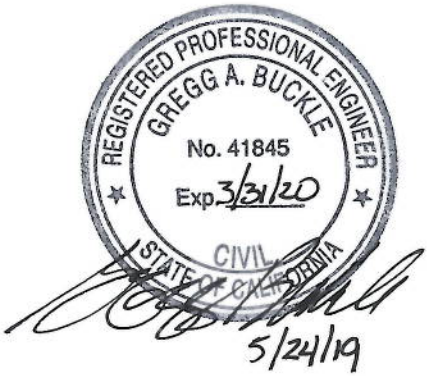
EXHIBIT C

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6536 Unit 2 - Onsite

Date: 1/17/2019
Job No: 13-077.00
Prepared By: gab

As of 5/23/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items



1. Total Improvements (A1):	$1,144,782
2. 20% Contigency for All Work (A2):	$228,956
3. TOTAL (A1 + A2):	$1,373,738
4. Work Completed (B):	$1,127,500
5. Remaining Work (C) = (A1) - (B):	$17,282
6. 20% Contigency Remaining Work (D):	$3,456
7. Subtotal (E) = (C) + (D):	$20,738
8. Enforcement Cost (F):	$15,000

Surety for Faithful Performance of Remaining Work
Total = (E + F) or ($0 if NOC Issued): $35,738
Or Mininum 50% of Total: $694,369

Surety for Labor and Material Bond (60 Day term from NOC)
50% of Total = 50% (A1 + A2 + F): $694,369

Surety for Warranty Bond (365 Day term from NOC)
10% of Total = 10% (A1 + A2 + F): $138,874

Notes:
1. All quantities are from previous bond estimate prepared 1/17/19 with reduction for partial completion based on inspection performed on 5/23/19
2. Waterline is constructed in place. Reduction in completion for "Tie-In to existing line" is indicated for remaining tie-in, testing, sanitation, etc. required.
3. Reduction in completion of AC Paving shown for remaining requirement to construct temporary turnaround.
4. Minor portions of sidewalk and driveways not constructed.
5. Street lights installed. Reduction shown for required completion of base grouting, aprons, flashing of lights, etc.

EXHIBIT C

Bond No: 367792S

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Unit 2 Onsite. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety") are held and firmly bound unto the City in the penal sum of $ 694,369.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 17, 20 19

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Kern }

On July 17, 2019 before me, Lori Hair Notary Public,

Date (here insert name and title of the officer)

personally appeared Matthew P. Wade

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public – California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature: Lori Hair (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By:
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1987 CALIFORNIA

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

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019.

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1987 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROBYN PATRICK
COMM. #2207037
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Aug. 22, 2021

Signature Robyn Patrick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

Bond No: 367792S

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Old River & Panama LLC a Delaware Limited Liability Company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6536 Unit 2 Onsite ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Developers Surety & Indemnity Co. ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 694,369.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on 7/17, 2019.

PRINCIPAL

By: _____

Its: Matthew P. Wade

SURETY

By: _____

Its: John Ansolabehere, Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 17, 2019 before me, Lori Hair
(insert name and title of the officer)

personally appeared Matthew P. Wade,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI HAIR
Notary Public - California
Kern County
Commission # 2219447
My Comm. Expires Oct 22, 2021

Signature Lori Hair (Seal)

EXHIBIT D

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John Ansolabehere, Gary Somers, Mike Wilson, Suzanne Lewis, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By:
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1967 CALIFORNIA

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

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17 day of July, 2019.

By: Cassie J. Barnisford
Cassie J. Barnisford, Assistant Secretary

EXHIBIT D

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 6 1967 CALIFORNIA

ATS-1002 (02/17)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Kern)

On 7/17/2019 before me, Robyn Patrick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROBYN PATRICK
COMM. #2207037
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Aug. 22, 2021

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Tr 6536 (Matt Wade) Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Developers Surety & Indemnity Co.	Signer Is Representing: _____

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EXHIBIT D

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ryan Crosby	
Crosby and Crosby Insurance Services 111 "H" Street Bakersfield CA 93304	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: ryan@crosbyandcrosby.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TRAVELERS CAS INS CO OF AMER	19046
INSURED Urban Land Advisors, LLC Old River and Panama, LLC 9201 Camino Media Ste 120 Bakersfield CA 93311	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SPC GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6808160X63A	10/01/2018	10/01/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are named as additional insureds as respects to all operations of the Named Insured. Coverage includes blanket waiver of subrogation.

Re: Tract 6536 Phase 1 & 2

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RL

CITY OF BAKERSFIELD ORIGINAL

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EXHIBIT E

POLICY NUMBER: 6808160X63A

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Additional Insured - When required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

EXHIBIT E

Old River & Panama, LLC

Direct: 661.565.5714
9201 Camino Media Suite 120
Bakersfield, CA 93311

May 2, 2019

City of Bakersfield
Michelle Mendenhall
1501 Truxtun Avenue
Bakersfield, CA 93301

RE: Old River & Panama, LLC TR 6536 Phases 1 & 2

To whom it may concern,

This letter shall confirm Old River & Panama, LLC has no employees and no vehicles.

Sincerely,

Matthew P. Wade
Old River & Panama, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311

. BAKER

EXHIBIT E

BAKERSFIELD

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 5/1/19

Name: _____ Name: MATTHEW WADE
(Print or Type) (Signature)

Company Name (if any): OLD RIVER 1 PANAMA, LLC

Title: CEO Telephone: (661) 706-8109

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

Risk Management - 01/12

CITY OF BAKERSFIELD
EXHIBIT E

TRACT No. 6536 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF LOT "A" AND THE REMAINDER PORTION OF LOT "B" OF LOT LINE ADJUSTMENT No. 15-0527 PER CERTIFICATE OF COMPLIANCE RECORDED MARCH 15, 2016 AS DOCUMENT No. 00216031870 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 47 RESIDENTIAL LOTS, 1 COMMERCIAL LOT AND 1 PUBLIC LANDSCAPE LOT 24.84 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS PANAMA LANE REMAINS A PUBLIC ROAD, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1-8, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE THE CITY OF BAKERSFIELD AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES OVER, ON AND UNDER LANDSCAPE LOT "A", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, OVER, ON, AND UNDER LANDSCAPE LOT "A", AS SHOWN HEREON. SAID STRIP OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR SIDEWALK PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 23-25, 31, 32, 39 AND 40, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 1-8, AS SHOWN HEREON.

OLD RIVER AND PANAMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME Matthew P. Wade
TITLE CEO

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Kern)
ON June 20, 2019 BEFORE ME, Lori Hair, A NOTARY PUBLIC, PERSONALLY APPEARED Matthew P. Wade, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Lori Hair

PRINTED NAME: Lori Hair MY COMMISSION EXPIRES: 10/22/21

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. 2219447

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED SEPTEMBER 25, 2006 HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, GEOTECHNICAL ENGINEER NO. 2698, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

NOTE:

"NEIGHBORING BUSINESS ACTIVITY STATEMENT: THE COUNTY OF KERN ENCOURAGES OPERATION OF PROPERLY CONDUCTED BUSINESS IN AGRICULTURAL, OIL, MINING, MANUFACTURING, AND OTHER NONRESIDENTIAL OPERATIONS WITHIN THE COUNTY. IF THE PROPERTY YOU ARE PURCHASING IS LOCATED NEAR THESE BUSINESSES, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS TO THE EXTENT ALLOWED BY LAW. THIS NOTICE DOES NOT WAIVE YOUR LEGAL RIGHTS."

CITY CLERK'S STATEMENT

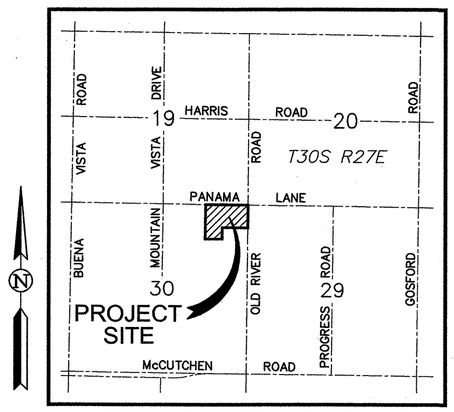
THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 6536-PHASE 2 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
THE PUBLIC IN GENERAL AND THE CITY OF BAKERSFIELD	EASEMENT HOLDER PER SALES MAP OF THE LANDS OF KERN COUNTY LAND COMPANY IN SAID SECTION 30, FILED JANUARY, 22, 1892, IN THE OFFICE OF THE KERN COUNTY RECORDER
THE CITY OF BAKERSFIELD	EASEMENT HOLDER PER DOCUMENT No. 0216029724 OF OFFICIAL RECORDS
DAVID ANTONGIOVANNI, ET. AL	MINERAL RIGHTS BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER BOOK 6159, PAGES 154, AND AMENDMENT RECORDED IN BOOK 6243, PAGE 618 BOTH OF OFFICIAL RECORDS
MACLEU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	MINERAL RIGHTS BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000213138644 OF OFFICIAL RECORDS
LENNAR HOMES OF CALIFORNIA, INC, A CALIFORNIA CORPORATION & MACLEU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	EASEMENT HOLDER PER DOCUMENT No. 0209043436 OF OFFICIAL RECORDS

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD



VICINITY MAP
NO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OLD RIVER AND PANAMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN APRIL OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020 OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

7-12-19
ROGER A. McINTOSH DATE
L.S. No. 4383

LICENSED LAND SURVEYOR ROGER A. McINTOSH No. 4383 STATE OF CALIFORNIA

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 20, 2005, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR JIM MATERN SCHROETER L 7851 STATE OF CALIFORNIA

JIM MATERN SCHROETER LS 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER NICOLAS FIDLER C 61069 CIVIL STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

TRACT No. 6536 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 47 RESIDENTIAL LOTS, 1 COMMERCIAL LOT AND 1 PUBLIC LANDSCAPE LOT
24.84 GROSS ACRES

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

7-12-19

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)

FD. K.C.S. CONC. MON. IN L.H. FOR N. 1/4 COR. SEC. 30, 30/27 PER K.C.S. FILED MAP No. 7-1 BK. 6, PG. 26

{N 89°06'48" W}
(N 89°06'48" W)
N 89°06'48" W BASIS OF BEARINGS

30' WIDE PUBLIC ROAD EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED JANUARY 22, 1892

℄ PANAMA LANE
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

{2629.77'}
(2629.704')
2629.77'

FD. K.C.S. CONC. MON. IN L.H. FOR N.E. COR. SEC. 30, 30/27 PER K.C.S. FILED MAP No. 7-1 BK. 6, PG. 26

LOT 3
SALES MAP OF LANDS OF
KERN COUNTY LAND COMPANY

TEMPORARY FLOWAGE AND DRAINAGE EASEMENT PER DOC. No. 0214136997 O.R.

TEMPORARY TURN-AROUND EASEMENT PER DOC. No. 0214136996 O.R.

LANDSCAPE & PUE
LOT "A"
4430 SF

MURFREESBORO DRIVE

FORT HENRY WAY

DAVIS BRIDGE AVENUE

FAIR GARDEN WAY

MOSSY CREEK WAY

BLOUNTSVILLE DRIVE

10' PUE

2' S.W.E.

2' W.F.E.

CITY OF BAKERSFIELD STREET RIGHT OF WAY DEDICATION PER DOC. No. 0216029724 O.R.

48
9.96 NET AC.

TRACT No. 6536 PHASE 1
M. BK. ___, PGS. __

℄ OLD RIVER ROAD
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, 30/27

CITY OF BAKERSFIELD STREET RIGHT OF WAY DEDICATION PER DOC. No. 0216029724 O.R.

30' WIDE PUBLIC ROAD EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED JANUARY 22, 1892

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY TURN-AROUND PURPOSES RECORDED OCTOBER 31, 2014 AS DOC. No. 0214135958 O.R.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

EASEMENT NOTE

A "SEWER EASEMENT AGREEMENT" BETWEEN LENNAR HOMES OF CALIFORNIA, INC, A CALIFORNIA CORPORATION & MACLEAU, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PER DOC. No. 0209043436 O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

SEE SHEET 3 FOR LINE, CURVE AND RADIAL TABLE REFERENCES

BASIS OF BEARINGS

THE BEARING OF N 89°06'48" W SHOWN FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, T. 30 S., R. 27 E., M.D.M., SHOWN ON KERN COUNTY SURVEYORS FILED MAP No. 7-1, BOOK 6, PAGE 26 IN THE OFFICE OF THE KERN COUNTY SURVEYOR WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

FD. K.C.S. CONC. MON. IN L.H. FOR E. 1/4 COR. SEC. 30, 30/27 PER K.C.S.F.B. 1132, PG. 12

SCALE: 1" = 80'
80 40 0 80 160

TRACT No. 6536 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 47 RESIDENTIAL LOTS, 1 COMMERCIAL LOT AND 1 PUBLIC LANDSCAPE LOT
24.84 GROSS ACRES

LEGEND

- ◴ FOUND MONUMENT AS DESCRIBED
- ▲ FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 6536 PHASE 1, M. BK. ___, PG. ___
- ● FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383 PER TRACT No. 6536 PHASE 1, M. BK. ___, PG. ___
- ◓ SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- ( ) RECORD BEARING AND/OR DISTANCE PER KERN COUNTY SURVEYORS FILED MAP No. 7-1, BK. 6, PG. 26
- < > RECORD BEARING AND/OR DISTANCE PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED JANUARY 22, 1892
- { } RECORD BEARING AND/OR DISTANCE PER LOT LINE ADJUSTMENT No. 15-0527, PER DOC. No. 0216031870 O.R.
- ////////// INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

ABBREVIATIONS

FD.	FOUND	DOC.	DOCUMENT
℄	CENTERLINE	No.	NUMBER
L.H.	LAMPHOLE	M.	MAP
CONC.	CONCRETE	BK.	BOOK
MON.	MONUMENT	PG.	PAGE
B.C.	BRASS CAP	O.R.	OFFICIAL RECORDS
I.P.	IRON PIPE	T. 30 S.	TOWNSHIP 30 SOUTH
W/	WITH	R. 27 E.	RANGE 27 EAST
L.S.	LAND SURVEYOR	M.D.M.	MOUNT DIABLO MERIDIAN
SEC.	SECTION	AC.	ACRES
COR.	CORNER	SF	SQUARE FEET
RAD.	RADIAL		
K.C.S.	KERN COUNTY SURVEYOR		
K.C.S.F.B.	KERN COUNTY SURVEYOR FIELD BOOK		
PUE	PUBLIC UTILITIES EASEMENT		
S.W.E.	PUBLIC SIDEWALK EASEMENT		
W.F.E.	WALL FOOTING EASEMENT		

- L1 LINE NUMBER FOR DATA (SEE LINE TABLE)
- C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
- R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00'	39.27'	25.00'	90°00'00"
C2	25.00'	8.69'	4.39'	19°55'11"
C3	92.00'	208.48'	196.58'	129°50'22"
C4	25.00'	18.69'	9.81'	42°50'00"
C5	50.00'	231.84'	53.93'	265°40'01"
C6	50.00'	28.50'	14.65'	32°39'47"
C7	50.00'	87.42'	59.77'	100°10'13"
C8	50.00'	86.51'	58.68'	99°07'55"
C9	50.00'	29.41'	15.14'	33°42'05"
C10	92.00'	52.15'	26.79'	32°28'32"
C11	92.00'	88.23'	47.84'	54°56'57"
C12	92.00'	68.11'	35.70'	42°24'53"
C13	50.00'	30.57'	15.78'	35°01'49"
C14	50.00'	85.35'	57.32'	97°48'11"
C15	50.00'	87.53'	59.91'	100°18'06"
C16	50.00'	28.39'	14.59'	32°31'54"

RADIAL TABLE

RADIAL	BEARING
R1	N 89°06'17" W
R2	N 0°53'43" E
R3	N 43°43'43" E
R4	N 41°56'18" W
R5	N 20°48'53" E
R6	N 70°58'32" E
R7	N 11°03'56" E
R8	N 8°14'13" W
R9	N 11°39'39" W
R10	N 66°36'36" W
R11	N 8°41'54" E
R12	N 9°24'24" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°06'33" W	42.43'
L2	N 45°53'43" E	28.28'
L3	N 44°06'17" W	28.28'
L4	N 89°06'17" W	55.14'
L5	N 89°06'17" W	115.00'
L6	N 46°24'42" E	42.81'
L7	N 44°16'28" W	42.55'
L8	N 89°06'48" W	151.02'
L9	N 82°08'42" W	90.67'
L10	N 89°06'17" W RAD.	5.00'
L11	N 89°06'17" W	135.00'

7-12-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

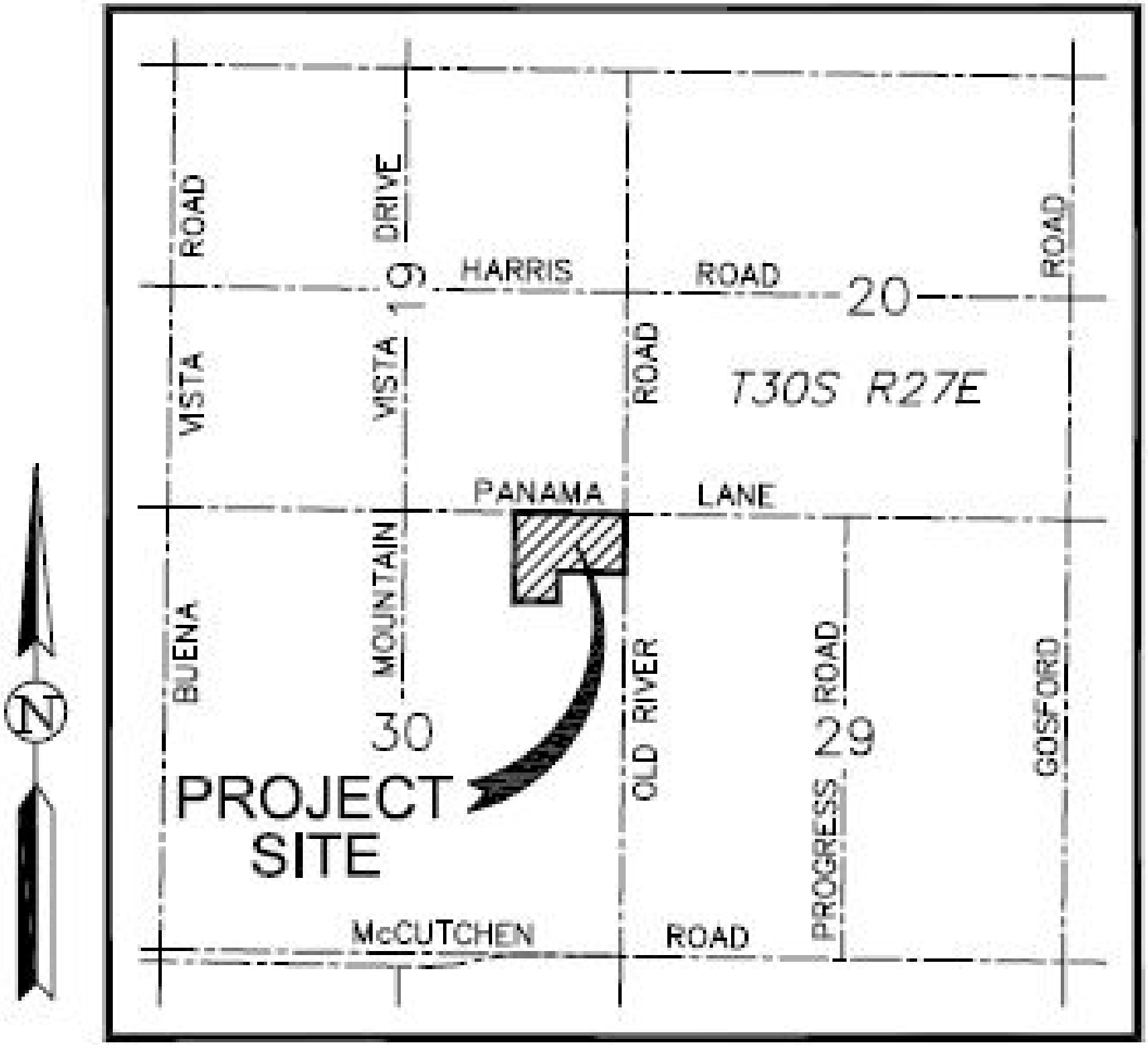
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____ , AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements t.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final Map, Improvement Agreement, and Landscape Agreement with Summit Capital Ventures, Inc. and John Balfanz Homes, Inc. (Developer) for Tract 6578, Unit 9 located South of Pensinger Road and East of South Allen Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 6578 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Summit Capital Venture, Inc, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

The Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements within the time frame and in the manner outlined in the agreement’s terms. A landscape agreement is required whenever the Developer desires to

record their final map before the landscaping improvements are in.

ATTACHMENTS:

	Description	Type
🗋	Tract 6578 Unit 9 - Improvement Agreement	Agreement
🗋	Tract 6578 Unit 9 - Landscape Agreement	Agreement
🗋	Tract 6578 Unit 9 - Final Map	Backup Material
🗋	Tract 6578 Unit 9 - Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6578 Unit 9

This **IMPROVEMENT AGREEMENT** ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City"), and **SUMMIT CAPITAL VENTURES, INC.**, a corporation authorized to do business in California and **JOHN BALFANZ HOMES, INC.**, a corporation authorized to do business in California. Collectively, Summit Capital Ventures, Inc. and John Balfanz Homes, Inc. are referred to as "Developer" in this Agreement.

RECITALS

WHEREAS, Summit Capital Ventures, Inc. is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6578 ("Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, John Balfanz Homes, Inc. is the general contractor on the Project;

WHEREAS, John Balfanz Homes, Inc. agrees to be bound, jointly and severally, with Summit Capital Ventures, Inc. for the taking of any actions required under this Agreement;

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on April 18, 2007, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. John Balfanz Homes, Inc. hereby agrees that it will be jointly and severally liable with Summit Capital Ventures, Inc. for the taking of any actions required under this Agreement.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

   2.1. Title 16 of the BMC;

   2.2. The Map Act;

   2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

   2.4. Adopted City standards; and

   2.5. Good engineering practices and workmanlike manner.

   All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF**

OCCUPANCY; FINAL INSPECTIONS.

4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.

4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.

4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. Warranty/Maintenance against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with

each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the map have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement.

It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than

$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers'

compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or

depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:	CITY OF BAKERSFIELD Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
General Contractor:	JOHN BALFANZ HOMES, INC. Attn: Greg Balfanz 8701 Swigert Court Bakersfield, California 93311 Telephone: (661) 589-0717 Email: gbalfanz@jbalfanzhomes.com
Owner:	SUMMIT CAPITAL VENTURES, INC. Attn: Greg Balfanz 8701 Swigert Court Bakersfield, California 93311 Telephone: (661) 589-0717 Email: gbalfanz@jbalfanzhomes.com
Surety:	_____ Attn: _____ _____ _____ Telephone: _____ Email: _____ License No.: _____ Local Contact: _____ Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or

transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made

in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 80-0579264.
Developer is a corporation? Yes X No _____.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

SUMMIT CAPITAL VENTURES, INC.

By: _____
Print Name: GREG BALFANZ
Title: COO

GENERAL CONTRACTOR

JOHN BALFANZ HOMES, INC.

By: _____
Print Name: GREG BALFANZ
Title: CFO

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF KERN }

On JULY 18th, 2019 before me, KATHY BURDETTE Notary Public,
Date (here insert name and title of the officer)

personally appeared GREG BALFANZ

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathy Burdette
Comm. #2159494
Notary Public California
Kern County
Comm. Expires July 9, 2020

Signature: Kathy Burdette (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: IMPROVEMENT AGREEMENT TR 6578-9 Number of Pages: _____

Document Date: _____ Other: _____

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements on a **public work**. **12 months** after recordation of the NOC of the Improvement on **private works** unless City notified that warranty issues exist on the Project.

EXHIBIT B

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6578 Unit 9

Date: 2/12/2019
Job No: 04-159.16
Prepared By: gab
As of 6/3/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items
Storm Drain Improvements								
1.	18" Storm Drain (RGJ-RCP)	1627	lf	95.00	154,565		100%	154,565
2.	24" Storm Drain (RGJ-RCP)	1113	lf	105.00	116,865		100%	116,865
3.	Type A Catch Basins	7	ea	5000.00	35,000		100%	35,000
4.	Manhole	9	ea	4000.00	36,000	1	95%	34,200
5.	Outlet Structure	1	ea	4000.00	4,000		100%	4,000
				Sub-Total	346,430		Sub-Total	340,630
Sewer Improvements								
6.	6" Sewer Line	290	lf	50.00	14,500		100%	14,500
7.	8" Sewer Line	1688	lf	55.00	92,840		100%	92,840
8.	24" Sewer Line	2560	lf	105.00	268,800		100%	268,800
9.	4" Laterals	780	lf	30.00	23,400		100%	23,400
10.	Clean-outs, 6"	2	ea	650.00	1,300	1	95%	1,235
11.	Standard Manhole, 6' to 8'	4	ea	2600.00	10,400	1	95%	9,880
12.	Standard Manhole, 9' to 12'	3	ea	3000.00	9,000	1	95%	8,550
13.	Standard Manhole, 13' to 12'	6	ea	3600.00	21,600	1	95%	20,520
				Sub-Total	441,840		Sub-Total	439,725
Water Improvements								
14.	1" Water Services	21	ea	1100.00	23,100		100%	23,100
15.	Landscape Water Service	1	ea	1500.00	1,500		100%	1,500
16.	8" PVC CL 150 Waterline	1966	lf	35.00	68,810		100%	68,810
17.	12" DIP Waterline	702	lf	60.00	42,120		100%	42,120
18.	16" DIP Waterline	730	lf	78.00	56,940		100%	56,940
19.	8" Gate Valve & Valve Box	10	ea	1560.00	15,600	2	95%	14,820
20.	12" Gate Valve & Valve Box	2	ea	2610.00	5,220	2	95%	4,959
21.	16" Gate Valve & Valve Box	2	ea	3710.00	7,420	2	95%	7,049
22.	6" Fire Hydrant	4	ea	4000.00	16,000		100%	16,000
23.	2" Blow-off Assembly	1	ea	1200.00	1,200	3	95%	1,140
24.	Wharf Hydrant	4	ea	2000.00	8,000		100%	8,000
				Sub-Total	245,910		Sub-Total	244,438

EXHIBIT C

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6578 Unit 9

Date: 2/12/2019
Job No: 04-159.16
Prepared By: gab

As of 6/3/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items
Street Improvements								
25.	A.C. Paving	2,994	tns	75.00	224,550	4	0%	0
26.	Aggregate Base (Class 2)	5,313	cy	70.00	371,910	4	75%	278,933
27.	Roadway Excavation/Subgrade Preparation	2,757	cy	25.00	68,925	4	75%	51,694
28.	6" Curb & Gutter	4,781	lf	25.00	119,525		100%	119,525
29.	Sidewalk (4" thick)	17,354	sf	6.00	104,124		95%	98,918
30.	Driveways (6" thick)	3,024	sf	9.00	27,216		100%	27,216
31.	Handicap Ramps (ADA/Title 24/CalTrans)	13	ea	2500.00	32,500		100%	32,500
32.	Street Name Signs	13	ea	300.00	3,900		0%	0
33.	Traffic Control Signs	11	ea	300.00	3,300		0%	0
34.	Street Lights - COB Standard	9	ea	6000.00	54,000	5	65%	35,100
35.	Interconnect Conduit Pull-box	11	ea	300.00	3,300		50%	1,650
36.	Traffic Signal and Interconnect Conduit	1,632	lf	5.00	8,160		100%	8,160
37.	Survey Monument & Encasement	12	ea	750.00	9,000		0%	0
38.	Striping (Detail 22 - Double Yellow)	717	lf	2.00	1,434		0%	0
39.	Striping (Detail 29 - Double-Double Yellow)	220	lf	2.00	440		0%	0
40.	Striping (Detail 32 - Two-way left turn lane)	67	lf	2.00	134		0%	0
41.	Striping (Detail 38 - Channelizing Lines)	150	lf	1.00	150		0%	0
42.	Miscellaneous Pavement Markings	285	sf	5.00	1,425		0%	0
				Sub-Total	1,033,993		Sub-Total	653,696
Miscellaneous								
43.	6' Block Wall	1,558	lf	130.00	202,540	6	40%	81,016
				Sub-Total	202,540		Sub-Total	81,016

TOTAL IMPROVEMENTS:	2,270,713	Total Complete:	1,759,505
20 % Contingency:	454,143		
ENFORCEMENT COST	**15,000**		
TOTAL IMPROVEMENT BOND:	**2,739,856**		
50% LABOR BOND:	**1,369,928**		

EXHIBIT C

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 6578 Unit 9

Date: 2/12/2019
Job No: 04-159.16
Prepared By: gab
As of 6/3/19

Item No.	Item Description	Qty	Unit	Unit $	Item $	Note	% Complete	$ Completed Items
					1. Total Improvements (A1):			$2,270,713
					2. 20% Contigency for All Work (A2):			$454,143
					3. TOTAL (A1 + A2):			$2,724,856
					4. Work Completed (B):			$1,759,505
					5. Remaining Work (C) = (A1) - (B):			$511,208
					6. 20% Contigency Remaining Work (D):			$102,242
					7. Subtotal (E) = (C) + (D):			$613,450
					8. Enforcement Cost (F):			$15,000
					Surety for Faithful Performance of Remaining Work			
					Total = (E + F) or ($0 if NOC Issued):			**$628,450**
					Or Mininum 50% of Total:			**$1,369,928**
					Surety for Labor and Material Bond (60 Day term from NOC)			
					50% of Total = 50% (A1 + A2 + F):			**$1,369,928**
					Surety for Warranty Bond (365 Day term from NOC)			
					10% of Total = 10% (A1 + A2 + F):			**$273,986**

REGISTERED PROFESSIONAL ENGINEER
GREGG A. BUCKLE
No. 41845
Exp 3/31/20
CIVIL
STATE OF CALIFORNIA
6/3/19

Notes:

1. Storm Drain Manholes & Sewer Manholes/Cleanouts are constructed in place. Reduction in completion is indicated for remaining requirement to adjust manhole/cleanout frames and covers to finish grade subsequent to paving.
2. Water valves are constructed in place, including valve boxes. Reduction in completion is indicated for remaining requirement to construct valve box aprons.
3. Waterline is constructed in place. Reduction in completion of blowoff for remaining requirement to adjust to finish grade.
4. Partial completion of subgrade prep and placement of agg. base. No AC in place at time of inspection.
5. Offsite street lights not installed.
6. Wall construction partially complete to approximately mid-height.

EXHIBIT C

Bond No: 100453561

Premium: $28,378.00
Initial Term - 2 Years Fully Earned

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Summit Capital Ventures, Inc. ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6578 Unit 9 storm drain, sewer, water, street, landscaping, and miscellaneous improvements. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the City in the penal sum of $ 1,418,893.00 ********** for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 19, 20 19.

PRINCIPAL Summit Capital Ventures, Inc.

By: _____

Its: Greg Balfanz, VP

SURETY American Contractors Indemnity Company

By: _____

Its: Kevin Vong, Attorney-In-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On JUL 19 2019 before me, Sabina Morgenstein, Notary Public
(insert name and title of the officer)

personally appeared Kevin Vong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

Signature _____ (Seal)

EXHIBIT D

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Adam Feinberg, Porntip Tah Carazza, Carla Pineda, Antonia Doncheva,
Kevin Vong or Michael Zablan of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of July 2019.

Corporate Seals
Bond No. 100453561

Agency No. 9012

_____
Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

visit tmhcc.com/surety for more information

EXHIBIT D

Bond No: 100453561

Premium: Included in Performance Bond.

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Summit Capital Ventures, Inc. ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6578 Unit 9 storm drain, sewer, water, street, landscaping, and miscellaneous improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and American Contractors Indemnity Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 1,394,411.00 ****** for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on 07/19, 2019.

PRINCIPAL Summit Capital Ventures, Inc.

By: _____

Its: Greg Balfanz, VP

SURETY American Contractors Indemnity Company

By: _____

Its: Kevin Vong, Attorney-In-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On JUL 19 2019 before me, Sabina Morgenstein, Notary Public
(insert name and title of the officer)

personally appeared Kevin Vong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

Signature _____ (Seal)

EXHIBIT D

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Adam Feinberg, Porntip Tah Carazza, Carla Pineda, Antonia Doncheva,
Kevin Vong or Michael Zablan of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of July, 2019.

Corporate Seals
Bond No. 10045356

Agency No. 9012

_____
Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

visit tmhcc.com/surety for more information

EXHIBIT D

SUMMI-2 OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 661-327-3321 Stockdale Ins (Bakersfield) LICENSE #0C26131 PO Box 10269 Bakersfield, CA 93389-0269 Andy Naworski	CONTACT NAME: Andy Naworski PHONE (A/C, No, Ext): 661-327-3321 FAX (A/C, No): 661-327-3490 E-MAIL ADDRESS: AndyN@Stockdaleinsurance.com
INSURED Summit Venture Capital Inc. John Balfanz 8701 Swigert Ct Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Specialty Insurance — 12537 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	Y		ATN-SF1710962P	08/21/2017	08/21/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ excluded
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bakersfield, Its Mayor, Council, Officers, Agents, Employees and Designated Volunteers are included as Additional Insured per the attached endorsement.

EXHIBIT E

CERTIFICATE HOLDER CANCELLATION

CITYOFB

City of Bakersfield
risk Management
1501 Truxtun Ave
Bakersfield, CA 93301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald A Anderson

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POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

© Insurance Services Office, Inc., 2008

EXHIBIT E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karenda Gilman	
Fallgatter Rhodes Insurance Services Inc CA Lic# 0D94542 1701 G Street Bakersfield CA 93301-4320	PHONE (A/C, No, Ext): (661) 324-2424	FAX (A/C, No): (661) 324-2323
	E-MAIL ADDRESS: karenda@frins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Compensation Ins Fund	35076
INSURED John Balfanz Homes, Inc. 8725 Swigert Ct. Bakersfield CA 93311	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19 20 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9014086-19	03/02/2019	03/02/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by a written contract Waiver of subrogation applies workers comp, endorsement to be issued by company.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield Office of Risk Management
1501 Truxtun Ave.
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

JOHNBAL-02 ANDRO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249 Heffernan Insurance Brokers 1675 Chester Avenue, Suite 310 Bakersfield, CA 93301	CONTACT NAME: PHONE (A/C, No, Ext): (661) 327-3321 FAX (A/C, No): (661) 327-3490 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mercury Insurance Company — 27553
INSURED John Balfanz Homes, Inc. 8725 Swigert Ct Bakersfield, CA 93311	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X	BA000493471	04/29/2019	04/29/2020	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
when required the certificate holder is named as an additional insured on the auto per the attached endorsment. Waiver of subrogation if required is attached. Subject to the terms, conditions and exclusions of the policy

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
Office of Risk Management
1501 Truxtun Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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EXHIBIT E

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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EXHIBIT E

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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EXHIBIT E

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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EXHIBIT E

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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EXHIBIT E

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

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RENEWAL
NE
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PAGE 1

EFFECTIVE MAY 2, 2019 AT 12.01 A.M.
AND EXPIRING MARCH 2, 2020 AT 12.01 A.M.

JOHN BALFANZ HOMES INC.

8725 SWIGERT CT
BAKERSFIELD, CA 93311

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BAKERSFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

JOHN BALFANZ HOMES INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

EXHIBIT E

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 7, 2019 2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6578 Unit 9

This **IMPROVEMENT AGREEMENT** ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City"), and **SUMMIT CAPITAL VENTURES, INC.**, a corporation authorized to do business in California and **JOHN BALFANZ HOMES, INC.**, a corporation authorized to do business in California. Collectively, Summit Capital Ventures, Inc. and John Balfanz Homes, Inc. are referred to as "Developer" in this Agreement.

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6578 Unit 9(the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS.** Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on April 18, 2007, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.

2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:

   2.1. Title 16 of the Bakersfield Municipal Code;
   2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
   2.3. Approved plans and specifications;
   2.4. Adopted City standards; and
   2.5. Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.

4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. **Release of Security**. The Security will be released as described in **Exhibit B**.

6. DEFAULT; REMEDIES.

6.1. **Default**. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

6.1.7. Developer or owner of the Project transfers ownership of the Project.

6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

6.2.1. Demand that any available surety pay for the completion of the Improvements;

6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and

6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

7. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

8. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

9.1. Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

9.2. Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

9.3. Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

10.1. Types and Limits of Insurance. In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

10.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

10.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

10.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

10.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

10.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

10.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

10.2.5. The insurance required in this section must be maintained until the Performance Security is released.

10.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.

10.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. MISCELLANEOUS.

11.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

11.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:	CITY OF BAKERSFIELD Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
General Contractor:	JOHN BALFANZ HOMES, INC. Attn: Greg Balfanz 8701 Swigert Court Bakersfield, California 93311

Telephone: (661) 589-0717
Email: gbalfanz@jbalfanzhomes.com

Owner: SUMMIT CAPITAL VENTURES, INC.
Attn: Greg Balfanz
8701 Swigert Court
Bakersfield, California 93311
Telephone: (661) 589-0717
Email: gbalfanz@jbalfanzhomes.com

Surety: _____
Attn: _____
_____
_____
Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

11.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

11.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

11.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior

agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

11.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 80-0579264.
Developer is a corporation? Yes X No _____.
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

SUMMIT CAPITAL VENTURES, INC.

By: _____
Print Name: GREG BALFANZ
Title: COO

GENERAL CONTRACTOR

JOHN BALFANZ HOMES, INC.

By: _____
Print Name: GREG BALFANZ
Title: CFO.

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF KERN }

On JULY 18th, 2019 before me, KATHY BURDETTE Notary Public,

Date (here insert name and title of the officer)

personally appeared GREG BALFANZ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathy Burdette
Comm. #2159494
Notary Public California
Kern County
Comm. Expires July 9, 2020

Signature: Kathy Burdette (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: LANDSCAPE IMPROVEMENT AGREEMENT TR 4578-9 Number of Pages: _____

Document Date: _____ Other: _____

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION FOR LANDSCAPE AGREEMENT

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by a Recreation and Parks Construction Inspector
		Acceptance Letter from the Recreation and Parks Department
		Other items required by tract conditions:

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City serves Developer with the Developer/Contractor Acceptance Letter; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed

EXHIBIT B

BOND ESTIMATE - Landscaping
for City of Bakersfield Tracts
Tract: 6578 Unit 9

Date: 6/3/2019
Job No: 04-159.16
Prepared By: PMN

Item No.	Item Description	Qty	Unit	Unit $	Item $
Landscape					
1.	Right of Way Landscape	7254	sf	5.00	36,270
				Sub-Total	36,270
	TOTAL IMPROVEMENTS:				36,270
	20 % Contingency:				7,254
	ENFORCEMENT COST:				5441
	TOTAL IMPROVEMENT BOND:				**48,965**
	50% LABOR BOND:				**24,483**

REGISTERED PROFESSIONAL ENGINEER
ROGER A. McINTOSH
No C 33322
Exp. 6-30-20
CIVIL
STATE OF CALIFORNIA

6-3-19

EXHIBIT C

TRACT 6578 UNIT 9 LANDSCAPE BONDS

Note: Security Bonds for Tract 6578 Unit 9 Landscape Agreement are tied in with the bonds for Tract 6578 Unit 9 Improvement Agreement _____.

EXHIBIT D

SUMMI-2 OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 661-327-3321 Stockdale Ins (Bakersfield) LICENSE #0C26131 PO Box 10269 Bakersfield, CA 93389-0269 Andy Naworski	CONTACT NAME: Andy Naworski PHONE (A/C, No, Ext): 661-327-3321 FAX (A/C, No): 661-327-3490 E-MAIL ADDRESS: AndyN@Stockdaleinsurance.com
INSURED Summit Venture Capital Inc. John Balfanz 8701 Swigert Ct Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Specialty Insurance — 12537 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		ATN-SF1710962P	08/21/2017	08/21/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ excluded
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and Designated Volunteers are included as Additional Insured per the attached endorsement.

EXHIBIT E

CERTIFICATE HOLDER

CITYOFB

City of Bakersfield
risk Management
1501 Truxtun Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald A. Anderson

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POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fallgatter Rhodes Insurance Services Inc CA Lic# 0D94542 1701 G Street Bakersfield CA 93301-4320	CONTACT NAME: Karenda Gilman PHONE (A/C, No, Ext): (661) 324-2424 FAX (A/C, No): (661) 324-2323 E-MAIL ADDRESS: karenda@frins.com
INSURED John Balfanz Homes, Inc. 8725 Swigert Ct. Bakersfield CA 93311	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Compensation Ins Fund — 35076 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19 20 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9014086-19	03/02/2019	03/02/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by a written contract Waiver of subrogation applies workers comp, endorsement to be issued by company.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield Office of Risk Management
1501 Truxtun Ave.
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JOHNBAL-02 ANDRO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0564249 Heffernan Insurance Brokers 1675 Chester Avenue, Suite 310 Bakersfield, CA 93301	CONTACT NAME: PHONE (A/C, No, Ext): (661) 327-3321 FAX (A/C, No): (661) 327-3490 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mercury Insurance Company — 27553
INSURED John Balfanz Homes, Inc. 8725 Swigert Ct Bakersfield, CA 93311	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X	BA000493471	04/29/2019	04/29/2020	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
when required the certificate holder is named as an additional insured on the auto per the attached endorsment. Waiver of subrogation if required is attached. Subject to the terms, conditions and exclusions of the policy

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
Office of Risk Management
1501 Truxtun Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

EXHIBIT E

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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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EXHIBIT E

VI. **FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. **ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. **ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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EXHIBIT E

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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EXHIBIT E

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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EXHIBIT E

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

9014086-19
RENEWAL
NE
2-66-17-21
PAGE 1

EFFECTIVE MAY 2, 2019 AT 12.01 A.M.
AND EXPIRING MARCH 2, 2020 AT 12.01 A.M.

JOHN BALFANZ HOMES INC.

8725 SWIGERT CT
BAKERSFIELD, CA 93311

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BAKERSFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

JOHN BALFANZ HOMES INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

EXHIBIT E

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 7, 2019 2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

TRACT NO. 6578-UNIT 9

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF THE REMAINDER PORTION OF LOT "A" OF LOT LINE ADJUSTMENT NO. 05-1841 AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON APRIL 21, 2006 AS DOCUMENT NO. 0206098311 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 21 SINGLE-FAMILY LOTS, 3 PUBLIC LANDSCAPE LOTS, 2 DRILL SITE LOTS AND 1 WELL SITE LOT

13.58 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS PENSINGER ROAD AND SOUTH ALLEN ROAD REMAIN PUBLIC ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1, 2, 3, 15, 16, "E" & "F", SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING AND WALL PURPOSES OVER, ON AND UNDER ALL OF LANDSCAPE LOTS "A", "B" & "C", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE AN EASEMENT FOR PUBLIC UTILITIES OVER, ON, AND UNDER ALL OF LANDSCAPE LOTS "A", "B" & "C", AS SHOWN HEREON. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 1, 2, 3, 15, 16, "E" & "F", AS SHOWN HEREON.

SUMMIT CAPITAL VENTURES, INC., A CALIFORNIA CORPORATION

NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF KERN)
ON JULY 18TH 2019 BEFORE ME, KATHY BURDETTE, A NOTARY PUBLIC, PERSONALLY APPEARED GREG BALFANZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(~~S~~) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE~~/~~THEY~~ EXECUTED THE SAME IN HIS/~~HER~~/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER~~/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Kathy Burdette

PRINTED NAME: KATHY BURDETTE MY COMMISSION EXPIRES: JULY 9TH, 2020

MY COMMISSION IS IN THE COUNTY OF KERN MY COMMISSION I.D. NO. 2159494

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MAY 20, 2005 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY FRANGIE, P.E. 39549 AND UPDATED JANUARY 14, 2016 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

CITY CLERK'S STATEMENT

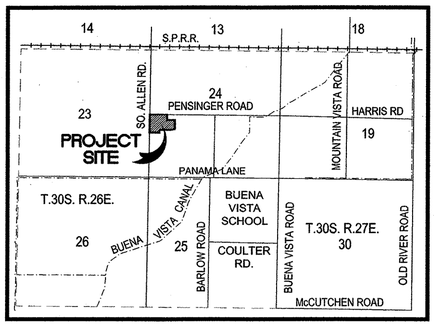
THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 6578-UNIT 9 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE PUBLIC EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
UNITED STATES OF AMERICA	EASEMENT HOLDER PER BOOK 2 OF PATENTS, PAGE 399.
CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION	EASEMENT HOLDER PER DOCUMENT NO. 0206098312 OF OFFICIAL RECORDS.
UNIVERSAL CONSOLIDATED OIL COMPANY, A CALIFORNIA CORPORATION	EASEMENT HOLDER PER BOOK 2907, PAGE 136 OF OFFICIAL RECORDS.
JULIE ANNE CARMICHAEL CURTIS PAUL DALE CARMICHAEL JOHN GLENN CARMICHAEL MARTHA FAITH TODD CHARLOTTE F. GREER JOHN RICHARD WALL ERWIN FRANKLIN WALL, JR. HILTON FRAZIER WALL, JR. JAMES PEARSON WALL, JR.	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 0206098316 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD



VICINITY MAP
NO SCALE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUMMIT CAPITAL VENTURES, INC., A CALIFORNIA CORPORATION ON DECEMBER OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE _____ OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

7-17-19

ROGER A. McINTOSH DATE
L.S. NO. 4383

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 5, 2006, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JIM MATERN SCHROETER
L 7851
STATE OF CALIFORNIA

JIM MATERN SCHROETER LS 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER
NICOLAS FIDLER
C 61069
CIVIL
STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

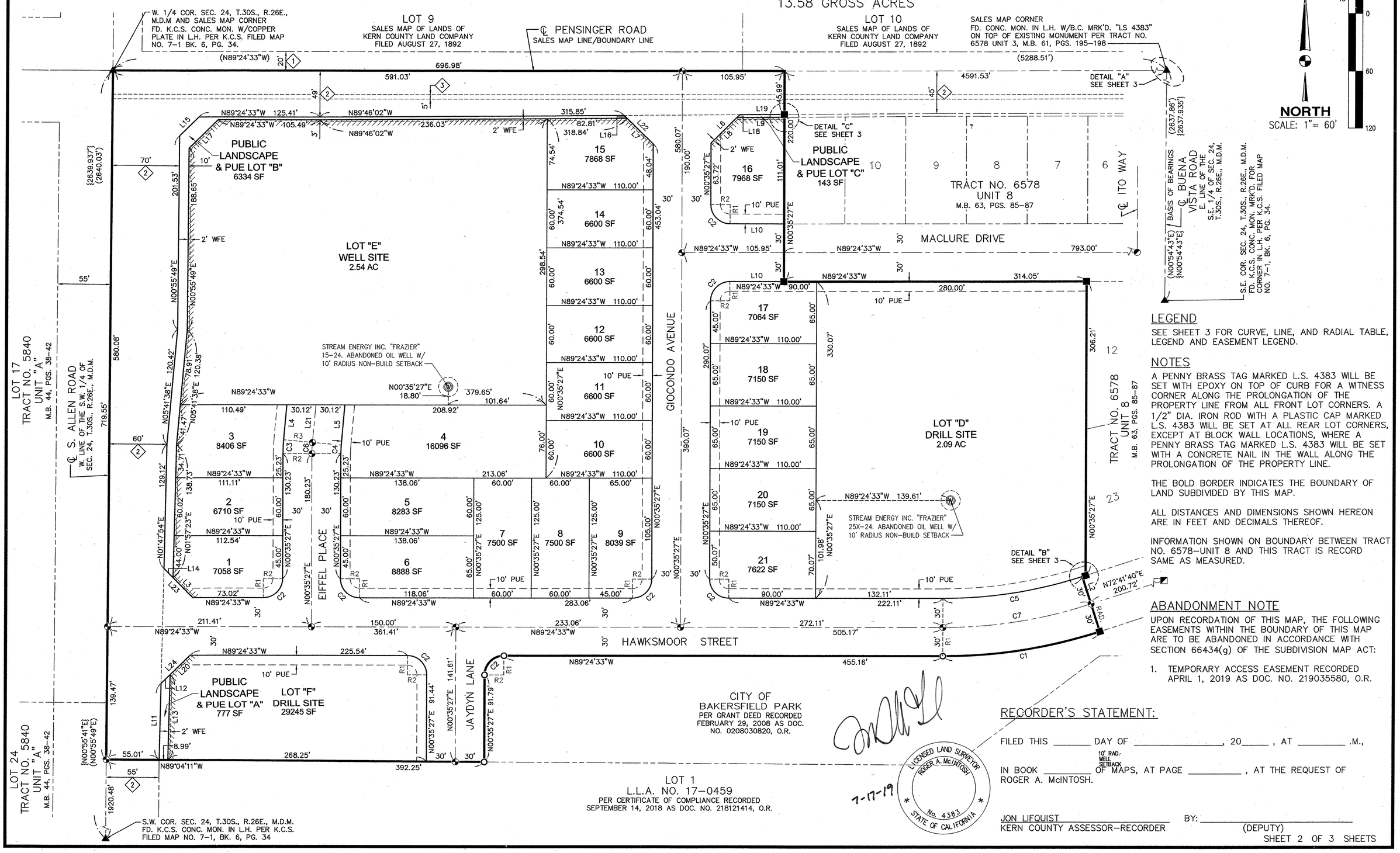
JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

TRACT NO. 6578-UNIT 9

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 21 SINGLE-FAMILY LOTS, 3 PUBLIC LANDSCAPE LOTS, 2 DRILL SITE LOTS AND 1 WELL SITE LOT
13.58 GROSS ACRES

BASIS OF BEARINGS

THE BEARING OF N00°54'43"E SHOWN FOR THE CENTER LINE OF BUENA VISTA ROAD AND THE EAST LINE OF THE S.E. 1/4, SEC. 24, T.30S., R.26E., M.D.M., PER KERN COUNTY SURVEYOR'S FILED MAP NO. 7-1, BOOK 6, PAGE 34, IN THE OFFICE OF THE KERN COUNTY SURVEYOR, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.



LEGEND

SEE SHEET 3 FOR CURVE, LINE, AND RADIAL TABLE, LEGEND AND EASEMENT LEGEND.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 6578-UNIT 8 AND THIS TRACT IS RECORD SAME AS MEASURED.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WITHIN THE BOUNDARY OF THIS MAP ARE TO BE ABANDONED IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

1. TEMPORARY ACCESS EASEMENT RECORDED APRIL 1, 2019 AS DOC. NO. 219035580, O.R.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

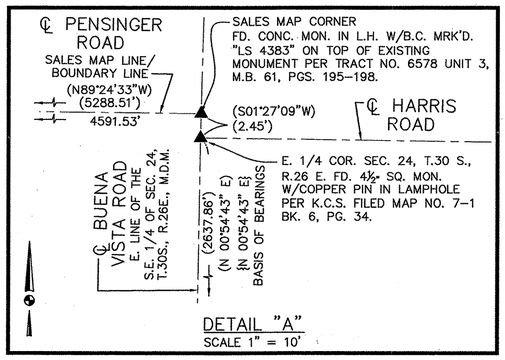
BY: _____ (DEPUTY)

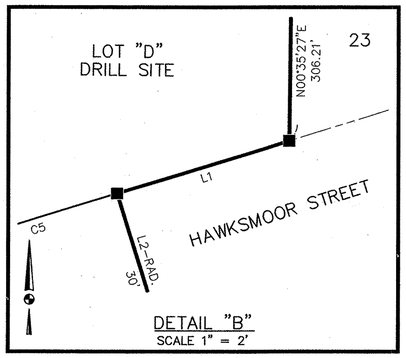
LICENSED LAND SURVEYOR ROGER A. McINTOSH No. 4383 STATE OF CALIFORNIA

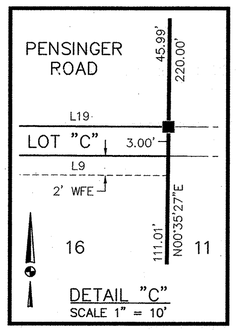
7-17-19

TRACT NO. 6578-UNIT 9

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 21 SINGLE-FAMILY LOTS, 3 PUBLIC LANDSCAPE LOTS, 2 DRILL SITE LOTS AND 1 WELL SITE LOT
13.58 GROSS ACRES







LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°41'40"E	3.64'
L2	N17°18'20"W	60.00'
L3	N43°48'20"W	29.41'
L4	N05°41'38"E	36.68'
L5	N05°41'38"E	42.04'
L6	N45°24'42"E	42.29'
L7	N44°35'18"W	38.33'
L8	N45°24'42"E	38.04'
L9	N89°46'02"W	49.14'
L10	N89°24'33"W	55.95'
L11	N01°47'54"E	80.44'
L12	N46°11'40"E	13.26'
L13	N01°58'41"E	89.78'
L14	N43°48'20"W	13.46'
L15	N45°45'38"E	28.20'
L16	N44°35'18"W	4.23'
L17	N45°45'38"E	42.30'
L18	N45°24'42"E	4.26'
L19	N89°46'02"W	46.14'
L20	N46°11'40"E	28.72'
L21	N05°41'38"E	39.36'
L22	N44°35'18"W	42.56'
L23	N43°48'20"W	42.87'
L24	N46°11'40"E	41.98'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	530.00'	165.55'	83.45'	17°53'47"
C2	20.00'	31.42'	20.00'	90°00'00"
C3	160.00'	14.25'	7.13'	5°06'11"
C4	100.00'	8.91'	4.46'	5°06'11"
C5	470.00'	146.81'	74.01'	17°53'47"
C6	130.00'	11.58'	5.79'	5°06'11"
C7	500.00'	156.18'	78.73'	17°53'47"

RADIAL TABLE	
RADIAL	BEARING
R1	N00°35'27"E
R2	N89°24'33"W
R3	N84°18'22"W

EASEMENT LEGEND:

1. AN EASEMENT DEDICATED TO THE PUBLIC PER SALES MAP OF THE LANDS OF KERN COUNTY LAND COMPANY FILED ON AUGUST 27, 1892 IN THE OFFICE OF THE KERN COUNTY RECORDER.
2. AN EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD FOR PUBLIC STREET PURPOSES RECORDED APRIL 21, 2006 AS DOC. NO. 0206098312, O.R.
3. AN EASEMENT IN FAVOR OF THE UNIVERSAL CONSOLIDATED OIL COMPANY FOR PIPE LINE PURPOSES RECORDED FEBRUARY 10, 1958 IN BK. 2907, PG. 136, O.R.

A RESERVATION OF EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA FOR DITCHES, RESERVOIRS, ETC. RECORDED DECEMBER 7, 1883 IN BK. 2 OF PATENTS, PAGE 399. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED
- O = SET 2" I.P. W/HUB AND TAG MRK'D. "LS 4383"
- ◒ = SET CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383"
- ◐ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 6578 UNIT 6, M.B. 58, PGS. 67-69.
- ■ = FD. 2" I.P. W/HUB & TAG "LS 4383" PER TRACT NO. 6578 UNIT 8, M.B. 63, PGS. 85-87.
- ◩ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 6578 UNIT 8, M.B. 63, PGS. 85-87.
- Ⓦ = EXISTING OIL WELL
- ////// = INDICATES WAIVER OF DIRECT ACCESS DEDICATED PER THIS MAP.
- ( ) = RECORD SAME AS MEASURED PER TRACT NO. 6349 PHASE 5, M.B. 54, PGS. 30-32.
- { } = RECORD GRID BEARING AND GRID DISTANCE PER FILED MAP NO. 7-1, BK. 6, PG. 34.

AC	ACRES
K.C.S.	KERN COUNTY SURVEYOR
L.S.	LAND SURVEYOR
M.B.	MAP BOOK
P.M.	PARCEL MAP
DOC.	DOCUMENT
O.R.	OFFICIAL RECORDS
SF	SQUARE FEET
L.H.	LAMPHOLE
CONC.	CONCRETE
MON.	MONUMENT
I.P.	IRON PIPE
PUE	PUBLIC UTILITIES EASEMENT
RAD.	RADIAL
WFE	WALL FOOTING EASEMENT
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE)
L1	LINE NUMBER FOR DATA (SEE LINE TABLE)

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

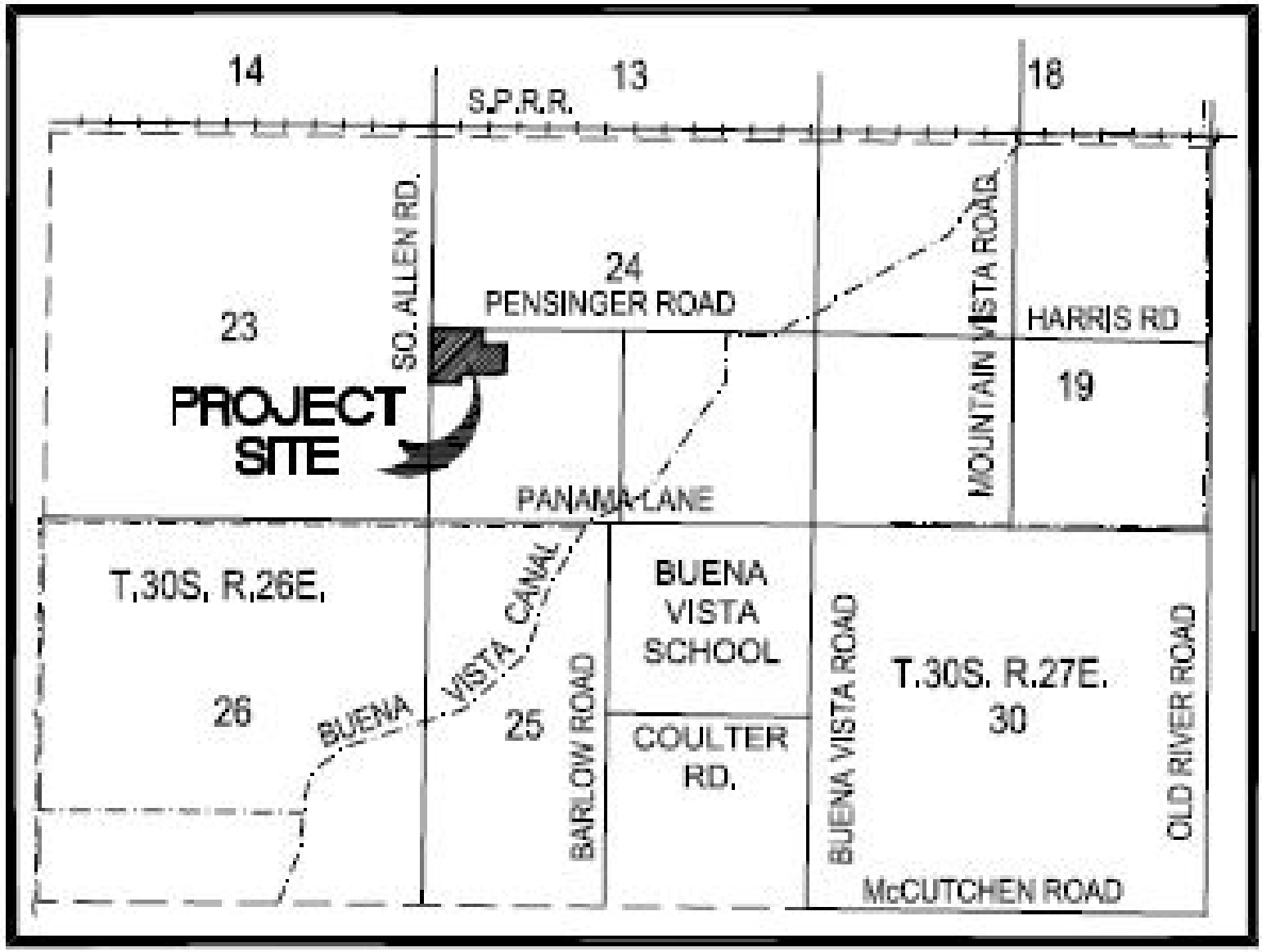
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____ , AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements u.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 3

SUBJECT: Final Map and Maintenance Agreement with Auburn oak Developers, LLC (Developer) for Tract 7141, Phase 1 located East of Morning Drive, along Morning Star Drive.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7141 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. Auburn Oak Developers, LLC, wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Maintenance Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
Tract 7141 Phase 1 - Maintenance Agreement	Agreement
Tract 7141 Phase 1 - Final Map Sht 1	Backup Material
Tract 7141 Phase 1 - Final Map Sht 2	Backup Material
Tract 7141 Phase 1 - Final Map Sht 3	Backup Material

AGREEMENT NO. _____

MAINTENANCE AGREEMENT
TRACT 7141 PHASE 1

This **MAINTENANCE AGREEMENT** ("Agreement") is entered into on and effective as of _____ by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City"), and **AUBURN OAK DEVELOPERS LLC**, a **CALIFORNIA LIMITED LIABILITY COMPANY** authorized to do business in California ("Developer").

RECITALS

WHEREAS, DEVELOPER is developing and subdividing land in the City of Bakersfield, commonly referred to as 7141 Phase 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, DEVELOPER has completed the required public improvements (the "Improvements") and City is prepared to record a Notice of Completion ("NOC");

WHEREAS, the public right of way has not been dedicated to the City and the Acceptance of Work ("AOW") will be recorded subsequent to the recordation of the 7141 Phase 1 Final Map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **COMPLETED IMPROVEMENTS AND MAINTENANCE.** The required Improvements have been constructed. Developer must maintain the Improvements for a period of one year following recordation of the AOW.

2. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished for a period of one year following recordation of the AOW. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period.

The one-year guarantee period on Improvements will begin when the AOW is recorded.

3. **IMPROVEMENT SECURITY.**

3.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit A**, which is incorporated herein by reference, for the following obligations:

3.1.1. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040.

3.1.2. Warranty/Maintenance against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the AOW as outlined above.

3.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

3.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

3.2.2. Cash deposited with City; or

3.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

3.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

3.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit A**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit C**.

3.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days

before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

3.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

3.4. **Release of Security.** The Security will be released as described in **Exhibit A.**

4. DEFAULT; REMEDIES.

4.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

4.1.1. Developer has failed to properly and fully complete all of its obligations in accordance with this Agreement within the time, or any extension of time, provided herein;

4.1.2. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

4.1.3. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

4.1.4. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

4.1.5. Developer or owner of the Project transfers ownership of the Project.

4.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

4.2.1. Demand that any available surety pay for the completion of the Improvements;

4.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

4.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

4.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

4.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project;

4.2.6. Withhold the issuance of building permits in subsequent phases.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of Developer's obligations under this Agreement or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the

responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

5. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

6. **NO WAIVER BY CITY**. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

7. **INDEMNITY**.

7.1. Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

7.2. Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

8. **INSURANCE**.

8.1. **Types and Limits of Insurance**. In addition to any other insurance or Security required under this Agreement, Developer must procure

and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

8.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

8.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

8.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

8.1.2.2. Provide unlimited products and completed operations coverage;

8.1.2.3. Provide premises, operations, and mobile equipment coverage; and

8.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

8.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the

performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

8.2. General Provisions Applying to All Insurance Types.

8.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

8.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

8.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

8.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing

City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

8.2.5. The insurance required in this section must be maintained until the Warranty/Maintenance Security is released.

8.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements, copies of which are attached to this Agreement as **Exhibit D**, evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement.

8.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

8.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

9. MISCELLANEOUS.

9.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

9.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:	**CITY OF BAKERSFIELD** **Public Works Department** **Attention: Subdivisions** 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
Developer:	Auburn Oaks Developers ATTN: Victor Baldivia 2228 Brundage Lane Bakersfield, CA 93304 Telephone: (559) 303-5766 Email: vbaldivia@sbcglobal.net
Surety:	Valley Republic Bank ATTN: Janet Hepp 5000 California Avenue, Suite Bakersfield, CA 93309 Telephone: 661-371-2000 Email: j.hepp@vrbank.com

9.3. **Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.4. **Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

9.5. **Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire

agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

9.6. **Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.7. **Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

9.8. **Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

9.9. **Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

9.10. **Tax Numbers.**

Developer's Federal Tax Identification No. 47-3585270.
Developer is a corporation? Yes __X__ No _____.
(Please check one.)

9.11. **Non-Interest.** No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

9.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
Richard Iger
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

AUBURN OAK DEVELOPERS, LLC

By: _____

Print Name: Victor Baldwin

Title: Owner

By: _____

Print Name: _____

Title: _____

Attachments: **Exhibit A** – Required Security
Exhibit B – Engineer's Estimate
Exhibit C – Security
Exhibit D – Certificate of Insurance

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Kern)

On July 8, 2019 before me, Angeles Ceja-Rodriguez, Notary Public,
(here insert name and title of the officer)

personally appeared Victoriano Baldivia

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angeles Ceja-Rodriguez

ANGELES CEJA-RODRIGUEZ
COMM. #2218068
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Oct. 14, 2021

(Seal)

Required Security

TYPE OF SECURITY	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**50%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**10%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")
DATE OF RELEASE/ REDUCTION	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**12 months** after recordation of the AOW of the Improvements unless City notified that warranty issues exist on the Project.

EXHIBIT A

SAN JOAQUIN ENGINEERING, INC.
Civil Engineering / Land Development Services

5309 BOLD RULER COURT BAKERSFIELD, CA 93312
PHONE/FAX: 661-336-0977 // EMAIL: BDAWSON@SJE2INC.NET

BONDING ENGINEER'S ESTIMATE
TRACT 7141 PHASE 1
AUBURN OAK DEVELOPERS

Date: 4/11/2019
No. of Lots: 28 — Job No: Auburn Oaks
Acreage: 10.05 — Prepared By: tbd

Item No.	Item Description	Qty	Unit	Unit $	Item $	TOTALS
Drainage Improvements (Bonded with 6383-1)						
Sewer Improvements (Bonded with 6383-1)						
Street Improvements						
1.	Local Street Paving Area	19,371	sf	Excludes Morningstar		
	0.2' A.C. Paving	281	tons	75.00	$21,066	
	0.8' CL. 2 AG. Base	574	yds	70.00	$40,177	
	Sub-Grade Compaction	717	yds	25.00	$17,936	
2.	6" Curb & Gutter	890	lf	$25.00	$22,250	
3.	Sidewalk	4,005	sf	$6.00	$24,030	
4.	Driveways	176	sf	$6.00	$1,056	
5.	*Wheelchair Ramps*		*ea*	*$2,500.00*		
6.	Standard Street Signs		ea	$300.00		
7.	Street Lights - Mast Arm 9500 Lume		ea	$6,000.00		
8.	Monument Encasements	10	ea	$750.00	$7,500	
9.	Cross-Gutter		sf	$12.00		
10.	Morning Dr. Landscape (north of Morningstar)	1,460	lf	$5.00	$7,300	
					Subtotal	**$141,315**
					Bonding Sub-Total:	**$141,315**
					Contingency (20%)	**$28,263**
					Bonding Total	**$169,578**



EXHIBIT B

VALLEY REPUBLIC BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2019-54

Date of Issue: May 6, 2019

Date of Expiration: July 5, 2020

Beneficiary:

City of Bakersfield
1501 Truxtun Avenue
Bakersfield CA 93301

For the Account of:

Auburn Oak Developers, LLC
2228 Brundage Lane
Bakersfield CA 93304

We hereby establish Irrevocable Standby Letter of Credit No. 2019-54, in your favor, for the account of Auburn Oak Developers, LLC 4608 Cimarron Ridge Drive, Bakersfield CA 93313, up to the aggregate amount of Forty Two Thousand Seven Hundred and Sixty Nine dollars and 50/100 U.S. Dollars ($42,769.50). This Letter of Credit is for the purpose of providing Performance, Labor and Materials for improvements to Tract 7141-1.

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

> Original Letter of Credit and any amendments, a dated and signed statement by an authorized representative of the City of Bakersfield saying that "Auburn Oak Developers, LLC is in default on the improvements of Tract 7141-1 the amount of the drawing is due and payable.

All draft(s) so drawn must bear the cause, "Drawn under Valley Republic Bank Irrevocable Standby Letter of Credit Number 2019-54 dated May 6, 2019".

Partial Drawings are permitted.

We hereby engage with you that drafts so drawn shall be duly honored upon presentation if drawn and negotiated in compliance with the terms hereof.

Except so far as otherwise expressly stated herein, this Letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.

Valley Republic Bank

By: _____
Jack Smith, Executive Vice President

EXHIBIT C

5000 California Avenue, Suite 110 Bakersfield, CA 93309
Telephone 661.371.2000 Fax 661.371.2010
www.valleyrepublicbank.com

VALLEY REPUBLIC BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2019-56

Date of Issue: July 15, 2019

Date of Expiration: August 5, 2020

Beneficiary:

City of Bakersfield
1501 Truxtun Avenue
Bakersfield CA 93301

For the Account of:

Auburn Oak Developers, LLC
2228 Brundage Lane
Bakersfield CA 93304

We hereby establish Irrevocable Standby Letter of Credit No. 2019-56, in your favor, for the account of Auburn Oak Developers, LLC 4608 Cimarron Ridge Drive, Bakersfield CA 93313, up to the aggregate amount of Eight Thousand Five Hundred Fifty Three dollars and 90/100 U.S. Dollars ($8,553.90). This Letter of Credit is for the purpose of providing Warranty and Maintenance for Tract 7141-1.

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

> Original Letter of Credit and any amendments, a dated and signed statement by an authorized representative of the City of Bakersfield saying that "Auburn Oak Developers, LLC is in default on the improvements of Tract 7141-1 the amount of the drawing is due and payable.

All draft(s) so drawn must bear the cause, "Drawn under Valley Republic Bank Irrevocable Standby Letter of Credit Number 2019-56 dated July 15, 2019".

Partial Drawings are permitted.

We hereby engage with you that drafts so drawn shall be duly honored upon presentation if drawn and negotiated in compliance with the terms hereof.

Except so far as otherwise expressly stated herein, this Letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.

Valley Republic Bank

By: _____
Jack Smith, Executive Vice President

EXHIBIT C

5000 California Avenue, Suite 110 Bakersfield, CA 93309
Telephone 661.371.2000 Fax 661.371.2010
www.valleyrepublicbank.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Myers Insurance Agency
3400 Calloway Dr. Ste. 703
Bakersfield, CA 93312
CA Lic. 0F47895

CONTACT NAME: Tom Myers
PHONE (A/C, No, Ext): 661-679-7866 **FAX (A/C, No):** 661-215-9388
E-MAIL ADDRESS: tom@tommyersinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atain Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Auburn Oak Developers
2228 Brundage Lane
Bakersfield, CA 93304

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CIP384235	5/21/2019	5/21/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Property locations by A.P.N. included under this policy:
531-011-06, 28 Bakersfield, CA 93306
437-010-36, 437-010-71, 437-010-86 Bakersfield, CA 93304
189-351-58, 189-351-67 Arvin, CA 93203

EXHIBIT D

CERTIFICATE HOLDER

City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMON POLICY DECLARATIONS

ATAIN SPECIALTY INSURANCE COMPANY

FARMINGTON HILLS, MICHIGAN

RENEWAL OF: CIP339503

Policy Number CIP384235

Item 1. Named Insured and Mailing Address:

AUBURN OAK DEVELOPERS, LLC

2228 BRUNDAGE LANE

BAKERSFIELD CA 93304

Agent Name and Address:

BURNS & WILCOX, LTD.
200 BURNS & WILCOX CENTER
7575 NORTH PALM AVENUE
FRESNO CA 93711

Item 2. Policy Period From: 05/21/2019 To: 05/21/2020

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Retroactive Date: None

Item 4. Business Description: VACANT LAND - DEVELOPED PROPERTY

Item 5. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial Property Coverage Part	$ NOT COVERED
Commercial General Liability Coverage Part	$ 1,300.00
Professional Liability Coverage Part	$ NOT COVERED
Non-Profit Organization Liability Coverage Part	$ NOT COVERED
Commercial Inland Marine	$ NOT COVERED
	$
	$
	$
	$
BROKERAGE FEE	$ 200.00
State Tax	$ 39.00
Stamping Fee	$ 2.60
Policy Fee	$
Inspection Fee	$
Total	$ 1,541.60

Minimum & Advance Premium 100.0000%
Minimum Earned Premium 25 % of the original premium

EXHIBIT D

Item 6. Forms and endorsements applicable to all Coverage Parts:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned 05/29/2019 (DATE) CODY TURNER (UNDERWRITER) AWANG (PROCESSOR) By *Karen Patrice White* (COUNTERSIGNED)

UNLPF-D-1 (07-17)

ATAIN

SPECIALTY INSURANCE COMPANY

30833 Northwestern Hwy., Ste. 220, Farmington Hills, MI 48334

This Policy may contain one or more of these coverages:

COMMERCIAL PROPERTY
COMMERCIAL LIABILITY
CRIME
INLAND MARINE
COMMERCIAL AUTO
DIRECTORS & OFFICERS LIABILITY
OWNERS & CONTRACTORS PROTECTIVE
PERSONAL INLAND MARINE

EXHIBIT D

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	EFFECTIVE DATE:	NAMED INSURED:
CIP384235	05/21/2019	AUBURN OAK DEVELOPERS, LLC

AF100 04-19	POLICY JACKET
SOFAE 09-10	SCHEDULE OF FORMS

COMMERCIAL FORMS

UNLPFD1 07-17	COMMON DECLARATIONS
AF3380 06-17	FRAUD AND MISREPRESENTATION ENDORSEMENT
AF3550 07-12	MINIMUM EARNED PREMIUM & CANCELLATION
AF900 01-16	SERVICE OF SUIT ENDORSEMENT
BW61 04-07	SCHEDULE OF LOCATIONS
AF001772 08-17	ATAIN INSURANCE COMPANIES CLAIM REPORTING INFO
IL0017 11-98	COMMON POLICY CONDITIONS

STATE FORMS

CAPRNOTICE 12-11	CA NOTICE-PREMIUM REFUNDS
D2 01-17	CA-CA NOTICE
CG3234 01-05	CA-CHANGES-CANCELLATION

GENERAL LIABILITY

UNLPFSD1L 07-17	COMMERCIAL GL SUPPLEMENTAL DEC
AF000839 04-16	EMPLOYEES/SUBCON/INDEP CON/TEMP WORKERS/LEASED WORKERS/VOLUNTEERS
AF000873 07-12	KNOWN INJ/DAMAGE EXCL- PERS & ADV INJ
AF000899 03-14	AMENDMENT-AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION
AF001007 06-17	COMBINED COVERAGE AND ENDORSEMENT
AF001396 09-18	INFRINGEMENT, MISAPPROPRIATION
AF001401 06-16	DAMAGE TO PREMISES RENTED TO YOU LIMITATION
AF001707 03-13	AMENDMENT OF NONPAYMENT/CANCELLATION CONDITION
AF001729 04-16	EXCLUSION - STATE OF MISSOURI
AF33510 07-12	CLASSIFICATION LIMIT
AF33515A 05-14	NEW CONSTRUCTION RESIDENTIAL EXCL
AF33530 06-16	SUBSIDENCE EXCL
AF3378 01-15	AMENDMENT OF SECTION IV
AF33879 07-12	CONTRACTORS & SUBCONTRACTORS
AF3400 07-12	ABSOLUTE SILICA DUST EXCL
CG0001 04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2010 04-13	AI-OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2104 11-85	EXCL-PRODUCTS COMPLETED OPER H
CG2107 05-14	EXCL-DISCLOSURE PERSONAL INFO
CG2139 10-93	CONTRACTUAL LIMITATION
CG2144 07-98	DESIGNATED PREMISES ENDT
CG2153 01-96	EXCL-DESIGNATED ONGOING OPER
CG2167 12-04	FUNGI OR BACTERIA EXCLUSION
CG2173 01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM

ADDITIONAL FORMS

EXHIBIT D

This Endorsement Changes the Policy - Please Read it Carefully

FRAUD, CONCEALMENT AND MISREPRESENTATION ENDORSEMENT

THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS PROVIDED UNDER THE POLICY

A. FRAUD, CONCEALMENT AND MISREPRESENTATION FOR INCEPTION OF THIS POLICY

This policy was issued based on the information supplied on an application and other correspondence, including your claims or loss history. This information is attached to and considered to be part of this policy.

You should review this information carefully because the truth of this information was of paramount importance in influencing our decision to issue this policy.

You, for all the insureds under this policy, do warrant the truth of such information to the best of your and their knowledge at the inception date of this policy.

If such information is false or misleading, it may cause denial of coverage or voiding of the policy. In any such instance, there shall be no duty to defend or indemnify any insured.

B. FRAUD, CONCEALMENT AND MISREPRESENTATION IN PRESENTING ANY CLAIM

With respect to all "insureds" covered under this policy and their representatives, we do not provide coverage if one or more "insureds" have:

a) Concealed or misrepresented any material fact or circumstance; or

b) Engaged in fraudulent or dishonest conduct relating to a claim.

Any actions taken by an insured, or their representative, as outlined in this endorsement may cause a denial of coverage or voiding of the policy. In any such instance, there shall be no duty to defend or indemnify any insured.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: CIP384235

Named Insured: AUBURN OAK DEVELOPERS, LLC

Endorsement Effective Date:

EXHIBIT D

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM AND CANCELLATION CLAUSE

This endorsement modifies insurance provided under the following Coverage Forms:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
GARAGE COVERAGE FORM
GARAGEKEEPERS LEGAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The minimum premium for this policy is [25 %] of the annual written premium, and such minimum earned premium is not subject to short rate or pro-rata adjustment in the event of cancellation by the insured. It is understood and agreed that cancellation for non-payment of premium shall be deemed a request by the insured for cancellation of this policy. In such case, the terms of the minimum earned premium and cancellation clause apply.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: CIP384235

Named Insured: AUBURN OAK DEVELOPERS, LLC

Endorsement Effective Date: 05/21/2019

EXHIBIT D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES AND DESIGNATED VOLUNTEERS 1600 TRUXTUN AVENUE BAKERSFIELD, CA 93301	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D

Copyright, Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT D

Copyright, Insurance Services Office, Inc., 2012

Auburn Oak Developers LLC.

2228 BRUNDAGE LANE

BAKERSFIELD, CA 93304

(559)303-5766

To whom it may concern,

Auburn Oak Developers LLC. does not employ anyone that requires workers compensation insurance , I only use sub- contractors .

Thank You, Victor Baldivia

04-10-19

EXHIBIT D

Auburn Oak Developers LLC.

2228 BRUNDAGE LANE

BAKERSFIELD, CA 93304

(559)303-5766

To whom it may concern,

Auburn Oak Developers LLC. does not own any vehicles or equipment. I am not required to have any auto or equipment liability insurance policies.

Thank You, Victor Baldivia

04-10-19

EXHIBIT D

TRACT 7141 UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6383 PHASE 1 RECORDED OCTOBER 23, 2018 IN MAP BK. 62, PG. 182, O.R. AND ALSO A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 29 EAST, M.D.B.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

10.05 ACRES 28 LOTS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE FRONT, BACK, AND/OR SIDE LINES OF LOTS 1 THROUGH 28 DESIGNATED AS "P.U.E.", PUBLIC UTILITIES EASEMENT, AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES, AS SHOWN ON SAID MAP.

ALL EASEMENTS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 1 TO MORNING DRIVE AS SHOWN ON SAID MAP.

AUBURN OAK DEVELOPERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

VICTOR BALDIVIA DATE
PARTNER

RICHARD PRATT DATE
PARTNER

THOMAS CAROSELLA, TRUSTEE OF THE CAROSELLA TRUST, DATED OCTOBER 29, 2014, AS TO AN UNDIVIDED ONE HALF INTEREST, AND JAMES B. BATEY, TRUSTEE OF THE CUMBERLAND LEGACY TRUST, DATED MARCH 4, 2014, AS TO AN UNDIVIDED ONE HALF INTEREST, COLLECTIVELY AS BENEFICIARIES UNDER DEED OF TRUST RECORDED FEBRUARY 8, 2019, AS INSTRUMENT NO. 219014706 OF OFFICIAL RECORDS.

THOMAS CAROSELLA DATE
TRUSTEE

JAMES B. BATEY DATE
TRUSTEE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THESE CERTIFICATES VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF KERN

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____ MY COMMISSION EXPIRES: _____

PRINTED NAME: _____ MY COMMISSION I.D. NO.: _____

MY COMMISSION IS IN THE COUNTY OF KERN

STATE OF CALIFORNIA
COUNTY OF KERN

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____ MY COMMISSION EXPIRES: _____

PRINTED NAME: _____ MY COMMISSION I.D. NO.: _____

MY COMMISSION IS IN THE COUNTY OF KERN

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 7141 PHASE 1, IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THOSE STREETS AND EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HERBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENT OF SIGNATURE OF THE FOLLOWING INTERESTS.

NAME	NATURE OF INTEREST
PACIFIC TELEPHONE AND TELEGRAPH COMPANY	UNDERGROUND COMMUNICATION FACILITIES EASEMENT PER BK. 5297, PG. 2500 O.R., RECORDED JULY 10, 1980
THE CITY OF BAKERSFIELD	PUBLIC STREET EASEMENT PER BK. 5937, PG. 1923 O.R., RECORDED NOVEMBER 17, 1986
THE CITY OF BAKERSFILED	SLOPE EASEMENT PER BK. 6039, PG. 681 O.R., RECORDED AUGUST 19, 1987
THE CITY OF BAKERSFIELD	TEMPORARY FLOWAGE EASEMENT PER INSTRUMENT 0195127121 O.R., RECORDED OCTOBER 16, 1995
PACIFIC GAS AND ELECTRIC COMPANY	OVERHEAD ELECTRIC FACILITIES PER INSTRUMENT 0213031036 O.R., RECORDED MAY 3, 2013
CITY OF BAKERSFIELD	PUBLIC UTILITY AND INCIDENTAL PURPOSES PER INSTRUMENT 0213031037 O.R., RECORDED MARCH 5, 2013
CITY OF BAKERSFIELD	TEMPORARY CONSTRUCTION EASEMENT AND INCIDENTAL PURPOSES PER INSTRUMENT 0213031038 O.R., RECORDED MARCH 5, 2013
GERALDINE MORGAN LARSON UNDIVIDED 1/3 INTEREST	MINERAL RIGHTS HOLDER PER DEED RECORDED JANUARY 8, 1965, IN BOOK 3802, PAGE 435, O.R.
LELAH M. MORGAN UNDIVIDED 2/3 INTEREST	MINERAL RIGHTS HOLDER PER DEED RECORDED MARCH 18, 1965, IN BOOK 3823, PAGE 686, O.R.
CALIFORNIA WATER SERVICE COMPANY	WATER FACILITIES, INGRESS, EGRESS AND INCIDENTAL PURPOSES, PER INSTRUMENT 218169841 O.R., RECORDED DECEMBER 28, 2018

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERFIELD AT A MEETING HELD_____, 20_____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD

LICENSED SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AUBURN OAK DEVELOPERS, A LIMITED LIABILITY COMPANY OF CALIFORNIA, IN MARCH OF 2006 AND UPDATED IN FEBRUARY OF 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 15, 2019, OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

LICENSED LAND SURVEYOR
JASON E. VAN CUREN
L.S. 7439
Exp 3-31-20
STATE OF CALIFORNIA

JASON VANCUREN DATE
L.S. 7439

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JIM M. SCHROETER
LS 7851
STATE OF CALIFORNIA

JIM M. SCHROETER PLS 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER
NICOLAS FIDLER
No. 61089
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JANUARY 17, 2008, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE DATE
PLANNING DIRECTOR, CITY OF BAKERSFIELD

NOTE

IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

A PRELIMINARY SOILS REPORT PREPARED BY KRAZAN AND ASSOCIATES, INC., DATED OCTOBER 24, 2005, UNDER THE SIGNATURE OF DAVID R. JAROSZ R.G.E. 60185, AND UPDATED MARCH 12, 2018 UNDER THE SIGNATURE OF RYAN K. PRIVETT, R.C.E. 59372 IS ON FILE IN THE OFFICE OF THE CITY BUILDING DIRECTOR.

SEE SHEET 2 FOR VICINITY MAP

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____, 20____, AT _____ ____,M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF SAN JOAQUIN ENGINEERING, INC.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

TRACT 7141
UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6383 PHASE 1 RECORDED OCTOBER 23, 2018 IN MAP BK. 62, PG. 182, O.R. AND ALSO A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 29 EAST, M.D.B.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

10.05 ACRES 28 LOTS

LEGEND

- ○ FOUND MONUMENT AS DESCRIBED
- ◉ SET 6" CONCRETE MONUMENT w/BRASS CAP MARKED L.S. 7439 IN MONUMENT ENCASEMENT
- ■ SET 2" IRON PIPE TAGGED L.S. 7439
- □ FOUND 2" IRON PIPE TAGGED L.S. 7439 FOR TRACT 6383-1 PER M.B. 62, PG. 182, O.R.
- (W) ABANDONED OIL WELL (SHOWN W/ 10' BUILDING SETBACK)
- O.R. OFFICIAL RECORD
- P.U.E. PUBLIC UTILITIES EASEMENT
- ITEM < > RECORD EASEMENT, SEE EASEMENT TABLE SHT.2
- ( ) RECORD PER TRACT 6383-1 PER M.B. 62, PG. 182, O.R.

BASIS OF BEARING

THE BEARING OF N 00°08'17" E WHICH IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, T. 29 S. – R. 29 E., AS SHOWN ON RECORD OF SURVEY RECORDED IN RECORD OF SURVEY BOOK 6, PAGE 46 WAS USED AS THE BASIS OF BEARING FOR THIS MAP

NOTES

1. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. A 1/2" DIAMETER REBAR WITH A PLASTIC CAP MARKED L.S. 7439 WILL BE SET AT ALL REAR LOT CORNERS. A PENNY BRASS TAG MARKED L.S. 7439 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY FROM ALL FRONT CORNERS.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP, INCLUDING THE DESIGNATED REMAINDER, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

1. 35' WIDE SLOPE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED AUGUST 19, 1987 IN BK. 6039, PG. 681, O.R.
2. 80' WIDE PROPOSED ROAD NO. 912 BY ORDER OF THE BOARD OF SUPERVISORS, RECORDED FEBRUARY 28, 1973 IN BK. 4772, PG. 1132, O.R.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____, 20____, AT _____ ____,M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF SAN JOAQUIN ENGINEERING, INC.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

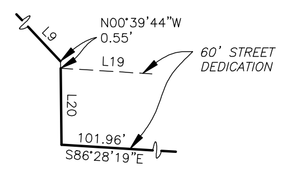
BY: _____
(DEPUTY)

N
SJE
NORTH
SCALE: 1"=200'
0 100 200 400

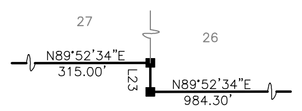
LICENSED LAND SURVEYOR
JASON E. VAN CLEEF
L.S. 7439
exp 3-31-20
STATE OF CALIFORNIA

EASEMENT TABLE

ITEM	DESCRIPTION
<A>	10' WIDE EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY RECORDED JULY 10, 1980 IN BK. 5297 PG. 2500 O.R.
<B>	55' WIDE ROAD EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD RECORDED NOVEMBER 17, 1986 IN BK. 5937, PG. 1923 O.R.
<C>	LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO PARCEL PER DEED TO THE CITY OF BAKERSFIELD RECORDED MARCH 5, 2013. INSTRUMENT NO. 0213031035, O.R.
<D>	EASEMENT IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY RECORDED MARCH 5, 2013 PER INSTRUMENT NO. 0213031036, O.R.
<E>	PUBLIC UTILITIY EASEMENT IN FAVOR OF CITY OF BAKERSFIELD RECORDED MARCH 5, 2013 PER INSTRUMENT NO. 0213031037, O.R.



DETAIL "A"
N.T.S.



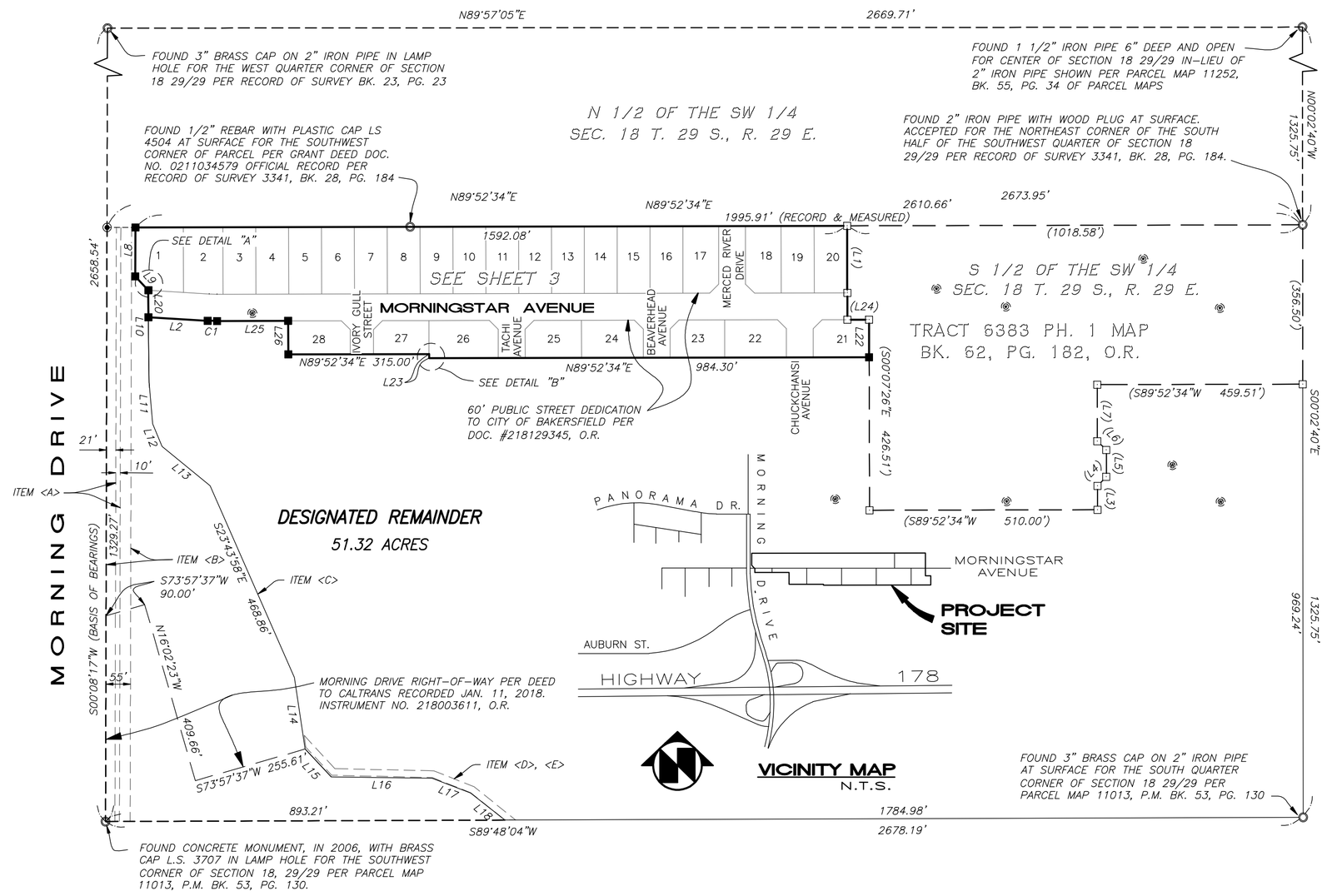
DETAIL "B"
N.T.S.

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	21.03	330.00	10.52	3°39'07"

LINE TABLE

LINE	BEARING	LENGTH
(L1)	N00°07'26"W	210.00'
L2	N86°28'19"W	132.70'
(L3)	N00°07'26"W	53.49'
(L4)	N44°52'34"E	28.28'
(L5)	N00°07'26"W	60.00'
(L6)	N45°07'26"W	28.28'
(L7)	N00°07'26"W	126.51'
L8	N00°17'11"E	109.36'
L9	S43°15'05"E	42.21'
L10	S00°39'44"E	207.31'
L11	N04°59'40"W	92.51'
L12	N22°35'46"W	55.07'
L13	S50°42'28"E	138.43'
L14	S08°35'06"E	161.80'
L15	N43°04'30"W	85.61'
L16	S89°16'55"E	225.49'
L17	S68°53'06"E	92.01'
L18	N51°49'12"W	97.91'
L19	S86°28'19"E	137.10'
L20	N00°39'44"W	60.71'
L21	N00°07'26"W	114.01'
L22	N00°07'26"W	84.01'
L23	N00°07'26"W	9.01'
(L24)	S89°52'34"W	48.58'
L25	S89°52'34"E	159.26'
L26	N00°07'26"W	75.00'



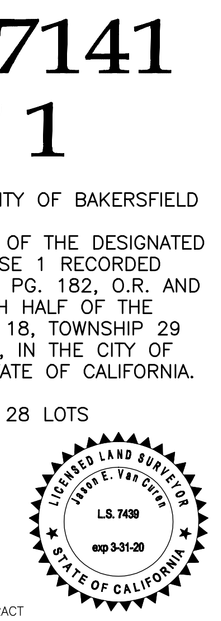
VICINITY MAP
N.T.S.

TRACT 7141
UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6383 PHASE 1 RECORDED OCTOBER 23, 2018 IN MAP BK. 62, PG. 182, O.R. AND ALSO A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 29 EAST, M.D.B.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

10.05 ACRES 28 LOTS



LEGEND

- ○ FOUND MONUMENT AS DESCRIBED
- ◉ SET 6" CONCRETE MONUMENT w/BRASS CAP MARKED L.S. 7439 IN MONUMENT ENCASEMENT
- ■ SET 2" IRON PIPE TAGGED L.S. 7439
- □ FOUND 2" IRON PIPE TAGGED L.S. 7439 FOR TRACT 6383-1 PER M.B. 62, PG. 182, O.R.
- (W) ABANDONED OIL WELL (SHOWN W/ 10' BUILDING SETBACK)
- O.R. OFFICIAL RECORD
- P.U.E. PUBLIC UTILITIES EASEMENT
- ITEM < > RECORD EASEMENT, SEE EASEMENT TABLE SHT.2
- INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP
- 1 RESTRICTIVE COVENANTS AFFECTING THE BUILDING SETBACKS FOR LOTS 1-8 ARE RECORDED IN THE OFFICE OF THE KERN COUNTY RECORDER.
- 2 *20' WATER FACILITY EASEMENT TO CALIFORNIA WATER SERVICE PER DOC. # 218169841, O.R.*
- ( ) RECORD PER TRACT 6383-1 PER M.B. 62, PG. 182, O.R.

BASIS OF BEARING

THE BEARING OF N 00°08'17" E WHICH IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, T. 29 S. – R. 29 E., AS SHOWN ON RECORD OF SURVEY RECORDED IN RECORD OF SURVEY BOOK 6, PAGE 46 WAS USED AS THE BASIS OF BEARING FOR THIS MAP

NOTES

1. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. A 1/2" DIAMETER REBAR WITH A PLASTIC CAP MARKED L.S. 7439 WILL BE SET AT ALL REAR LOT CORNERS. A PENNY BRASS TAG MARKED L.S. 7439 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY FROM ALL FRONT CORNERS.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ ,

20 ____ , AT _____ ____.M., IN BOOK _____ OF MAPS,

AT PAGE _____ , AT THE REQUEST OF SAN JOAQUIN

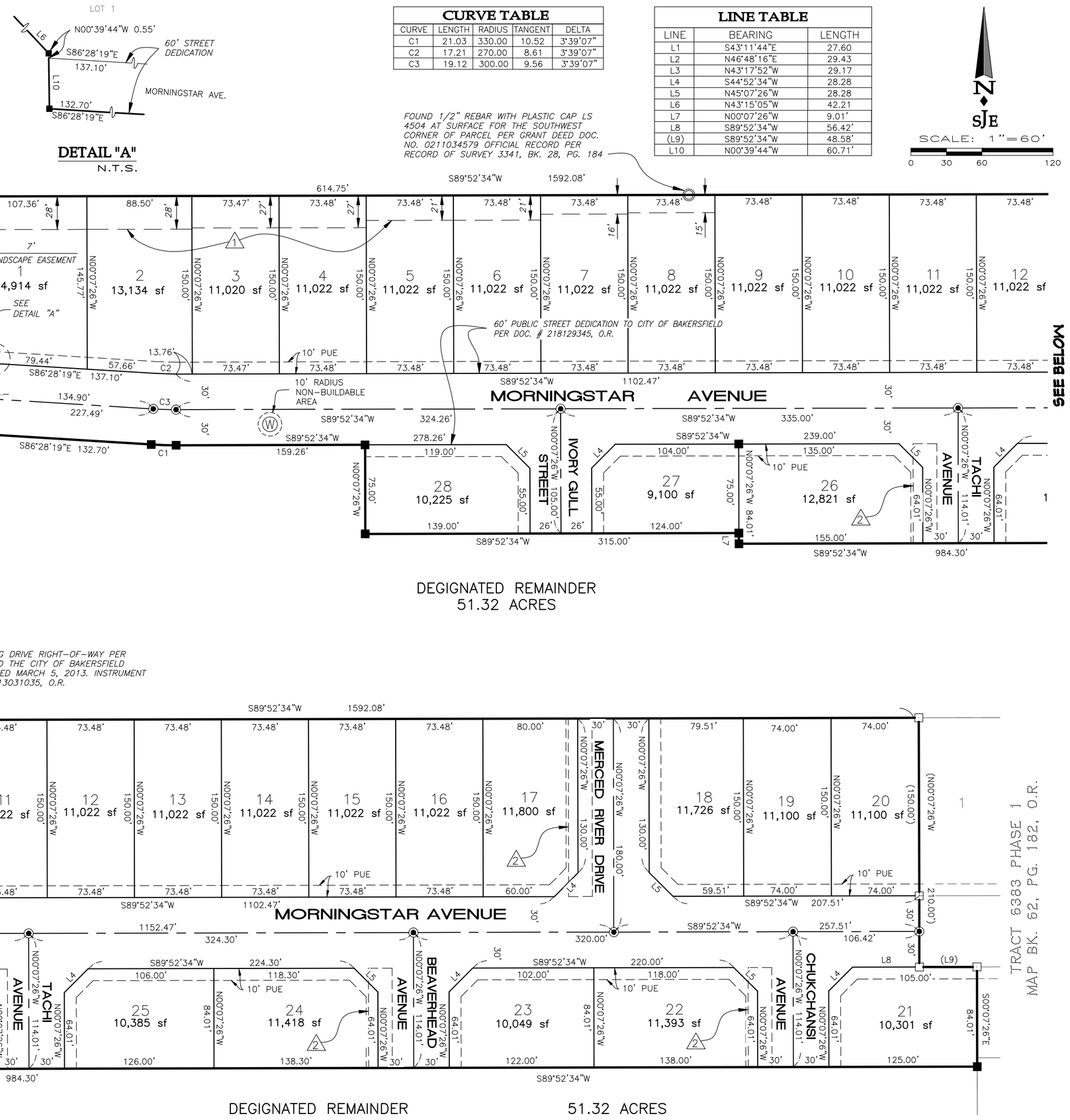
ENGINEERING, INC.

JON LIFQUIST

KERN COUNTY ASSESSOR-RECORDER

BY: _____

DEPUTY RECORDER



ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements v.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final Map and Improvement Agreement with Castle & Cooke for Tract 7299, Unit 7 located West of Allen Rd. and Ming Ave.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7141 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. Improvement Agreement 18-195 for Unit 4 of Tract 7299 contained a security in the amount of the sum total of the improvements for Unit 4, Unit 5, and Unit 7. The Developer LLC, wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
Final Map	Backup Material
Vicinity Map	Backup Material
IMP AGR.TRACT 7299-7	Agreement

TRACT No. 7299-UNIT 7

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353, PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 1 PRIVATE LANDSCAPE LOT
3.98 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

_____ _____
LAURA WHITAKER, PRESIDENT SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT NO. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT NO. 217087272, BOTH OF OFFICIAL RECORDS.

_____
NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 7299-UNIT 7 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
HIGHGATE AT SEVEN OAKS COMMUNITY ASSOCIATION	EASEMENT HOLDER PER DOCUMENT No. 218130738 OF OFFICIAL RECORDS.
CITY OF BAKERSFIELD & PUBLIC UTILITY COMPANIES	EASEMENT HOLDER PER DOCUMENT No. 218130738 OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER DOCUMENT No. 217141263 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

_____
CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

NOTES

SEE SHEET 2 FOR VICINITY MAP.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

Note: Original mylar to follow ~~Thursday~~ Wednesday 7/24

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020, 20__ OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

LICENSED LAND SURVEYOR ROGER A. McINTOSH No. 4383 STATE OF CALIFORNIA

_____
ROGER A. McINTOSH DATE
L.S. No. 4383

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON DECEMBER 7, 2017, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

_____
KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER NICOLAS FIDLER C 61069 CIVIL STATE OF CALIFORNIA

_____
NICOLAS FIDLER C 61069 DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR JIM MATERN SCHROETER L 7851 STATE OF CALIFORNIA

_____
JIM MATERN SCHROETER LS 7851 DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 1 OF 2 SHEETS

08/13/18	UPDATED MAP PER C.O.B. COMMENTS DATED 07/12/18	EBT
06/26/19	UPDATED MAP PER C.O.B. COMMENTS DATED 10/10/18	EBT

DONE BY: EBT
DATE: 06/26/18
JOB NO. 6811.23
FILE: 1123FM07

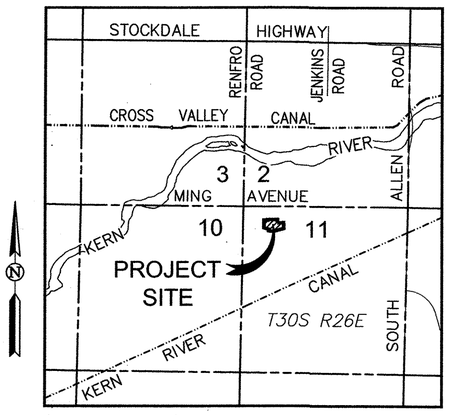
TRACT No. 7299-UNIT 7

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 1 PRIVATE LANDSCAPE LOT
3.98 GROSS ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'05"E	15.00'
L2	N02°21'34"W	60.00'
L3	N78°28'32"E	12.72'
L4	N88°48'57"E	73.93'
L5	N00°13'05"E	30.14'
L6	N89°46'55"W	21.40'
L7	N70°43'04"W	21.56'

RADIAL TABLE	
RADIAL	BEARING
R1	N00°35'12"W
R2	N02°21'34"W
R3	N89°46'55"W
R4	N69°51'44"W
R5	N83°32'31"W
R6	N56°46'34"E
R7	N19°42'06"W
R8	N00°13'05"E
R9	N85°17'33"E
R10	N82°16'13"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	470.00'	14.54'	7.27'	1°46'22"
C2	25.00'	8.69'	4.39'	19°55'11"
C3	92.00'	21.97'	11.04'	13°40'47"
C4	92.00'	63.72'	33.20'	39°40'56"
C5	92.00'	61.96'	32.21'	38°35'11"
C6	92.00'	60.84'	31.58'	37°53'28"
C7	20.00'	31.42'	20.00'	90°00'00"
C8	530.00'	23.84'	11.92'	2°34'38"
C9	470.00'	6.60'	3.30'	0°48'16"
C10	25.00'	39.27'	25.00'	90°00'00"
C11	470.00'	21.14'	10.57'	2°34'38"
C12	500.00'	22.49'	11.25'	2°34'38"
C13	37.00'	58.12'	37.00'	90°00'00"
C14	500.00'	42.98'	21.50'	4°55'32"
C15	92.00'	208.48'	196.58'	129°50'22"
C16	500.00'	26.37'	13.19'	3°01'20"



VICINITY MAP
NO SCALE

EASEMENT NOTE

(1) AN EASEMENT GRANTED TO HIGHGATE AT SEVEN OAKS COMMUNITY ASSOCIATION FOR PRIVATE ACCESS AND PUBLIC UTILITIES EASEMENT PURPOSES RECORDED OCTOBER 3, 2018 AS DOC. NO. 218130738, O.R.

AN EASEMENT IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY FOR CONSTRUCTION, INGRESS & EGRESS AND INCIDENTAL PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. NO. 217141263, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

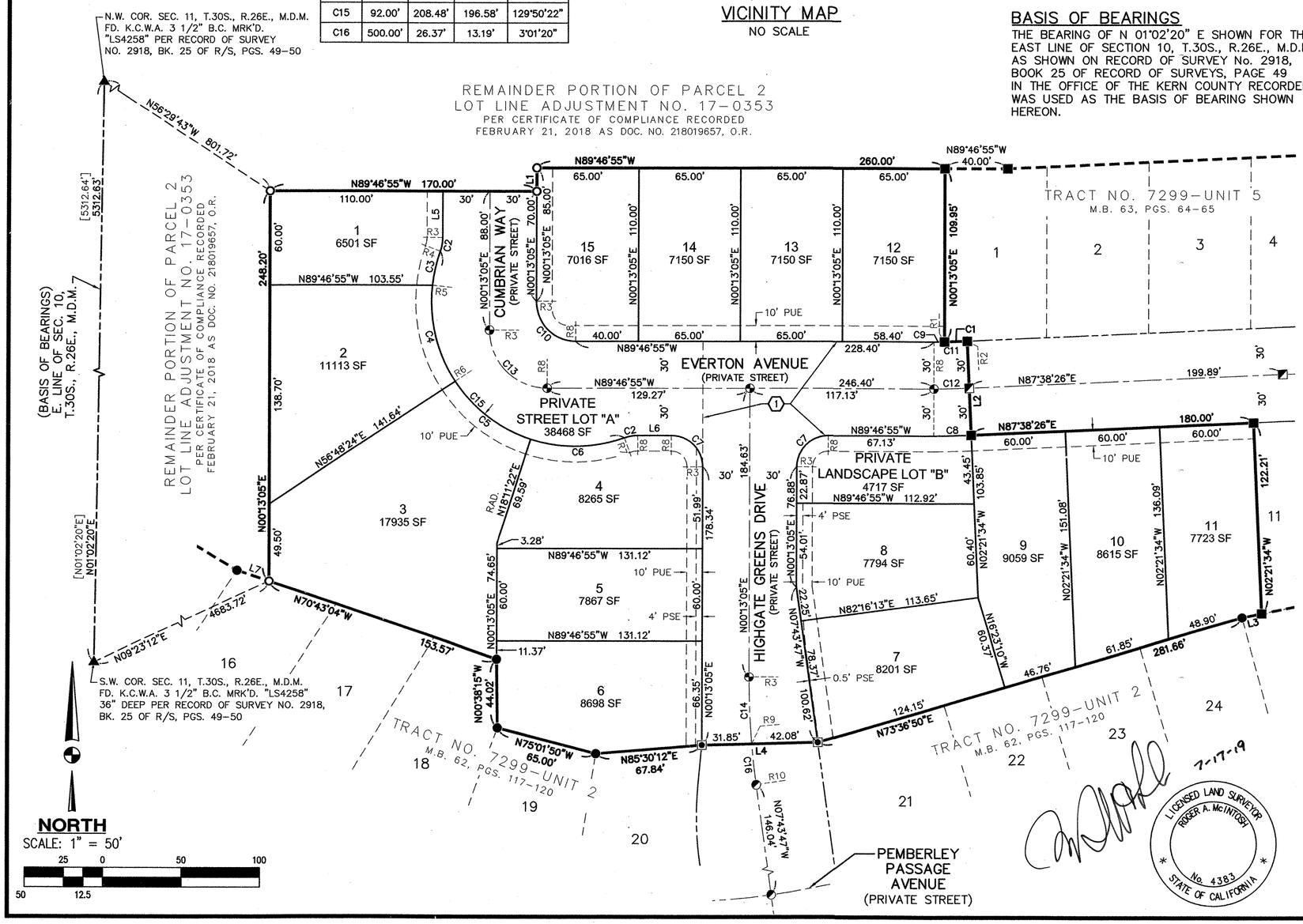
BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF SECTION 10, T.30S., R.26E., M.D.M., AS SHOWN ON RECORD OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED
- O = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383
- ◔ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383
- ● = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7299-UNIT 2, M.B. 62, PGS. 117-120.
- ◐ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7299-UNIT 2, M.B. 62, PGS. 117-120.
- ◉ = FD. PENNY BRASS TAG ON WALL MRK'D. "LS 4383" PER TRACT NO. 7299-UNIT 2, M.B. 62, PGS. 117-120.
- ■ = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7299-UNIT 5, M.B. 63, PGS. 64-65.
- ◩ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7299-UNIT 5, M.B. 63, PGS. 64-65.
- [ ] = RECORD AND/OR CALC'D. PER RECORD OF SURVEY NO. 2918, R/S BK 25, PGS. 49-50.

B.C.	BRASS CAP	PG.	PAGE
BK.	BOOK	PUE	PUBLIC UTILITIES EASEMENT
CONC.	CONCRETE	PSE	PRIVATE SIDEWALK EASEMENT PER SEPARATE DOCUMENT.
COR.	CORNER	RAD.	RADIAL
FD.	FOUND	R/S	RECORD OF SURVEY
I.P.	IRON PIPE	SEC.	SECTION
K.C.W.A.	KERN COUNTY WATER AGENCY	SF	SQUARE FEET
L.S.	LAND SURVEYOR	R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)
L.H.	LAMPHOLE	C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE)
M.B.	MAP BOOK	L1	LINE NUMBER FOR DATA (SEE LINE TABLE)
M.D.M.	MOUNT DIABLO MERIDIAN	R.26E.	RANGE 26 EAST
MON.	MONUMENT	T.30S.	TOWNSHIP 30 SOUTH
MRK'D.	MARKED		
O.R.	OFFICIAL RECORDS		



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

NOTES

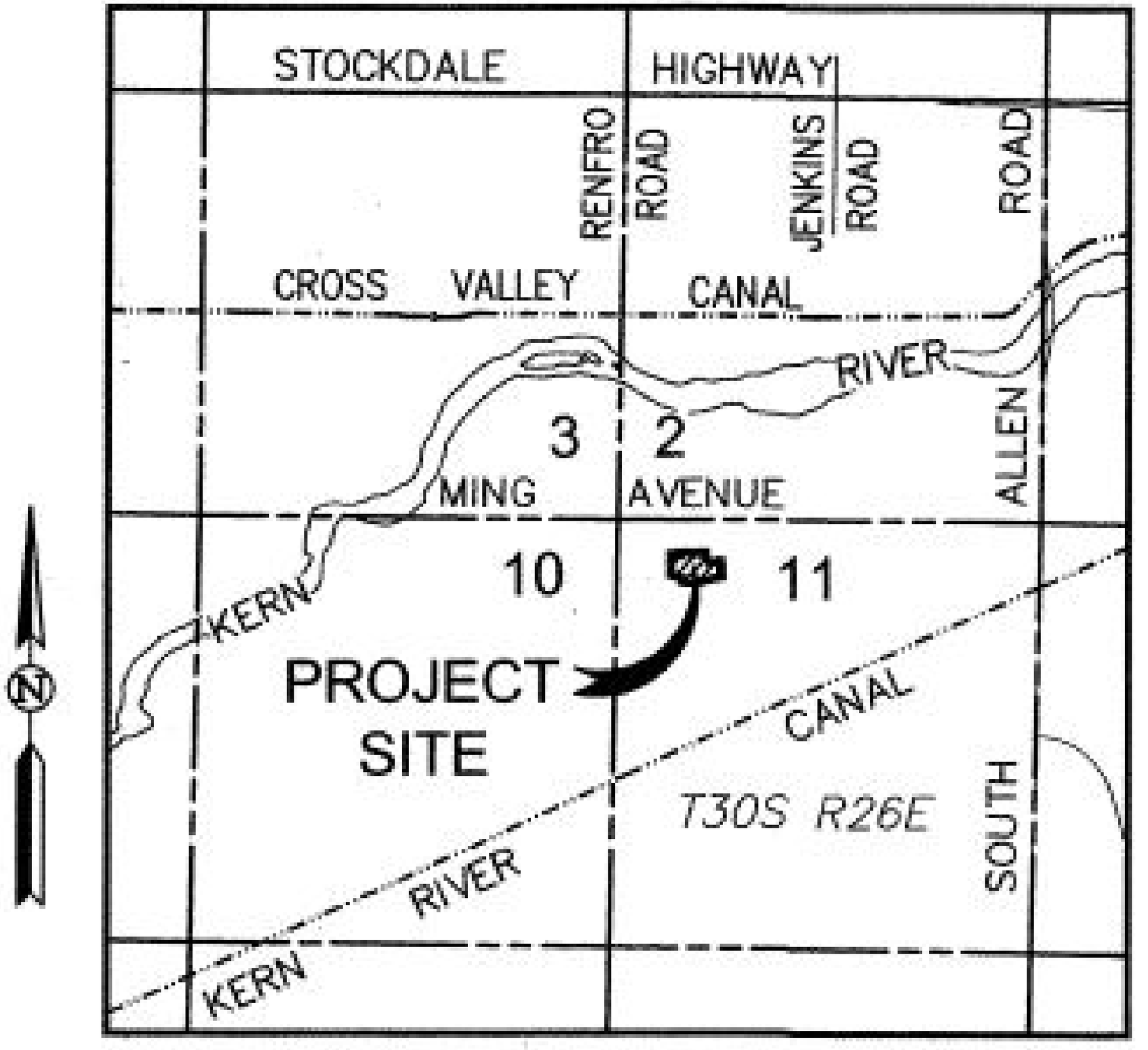
A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIAMETER. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 7299-UNITS 2 & 5 AND THIS TRACT IS RECORD SAME AS MEASURED.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT NO. 07-310.



VICINITY MAP

NO SCALE

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7299 PHASE 7

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **CASTLE & COOKE CALIFORNIA, INC.,** a California corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7299 Phase 7 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

WHEREAS, the Improvement agreement for phase 4 had a single security in the amount to cover the estimated costs for improvements in phase 4, 5, and 7.

WHEREAS, the phase 4 improvement agreement will require improvements for phases 4, 5, and 7 to be completed prior to the sale of subdivided parcels.

WHEREAS, the developer wishes to record phase 5.

WHEREAS, the developer agrees to complete improvements for phase 4 simultaneously with improvements required for phase 5 and 7.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on August 4, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

   2.1. Title 16 of the BMC;

   2.2. The Map Act;

   2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

   2.4. Adopted City standards; and

   2.5. Good engineering practices and workmanlike manner.

   All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.

4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.

4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.1.3. Warranty/Maintenance against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing

address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the

Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a

hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

11.1. Types and Limits of Insurance. In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which

is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. The insurance required in this section must be maintained until the Warranty/Maintenance Security is released.

11.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.

11.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.8. Unless otherwise approved by City, if any part of the work

under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
CASTLE & COOKE CALIFORNIA, INC.
P.O. Box 11165
Bakersfield, California 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety:

12.3. Assignment. Neither this Agreement nor any rights, interests, duties,

liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of

negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956 .
Developer is a corporation? Yes X No _____.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MC KEEGAN
Finance Director

DEVELOPER

CASTLE & COOKE CALIFORNIA, INC.

By: Scott R Thayer
Print Name: Scott R Thayer
Title: SVP

By: Laura Whitaker
Print Name: LAURA Whitaker
Title: PRESIDENT

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____}

On _____before me , _____Notary Public,

Date (here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

_____ *OPTIONAL* _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ **Phase No.** _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Note:
Security bonds with Tract 7299 phase 4
Improvement Agreement 18-195

EXHIBIT B

EXHIBIT B
Required Security

Refer to Tract 7299 phase 4
Improvement Agreement 18-195

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

Engineer's Estimate

Refer to Tract 7299 phase 4
Improvement Agreement 18-195

EXHIBIT C

EXHIBIT D
Security

Refer to Tract 7299 phase 4
Improvement Agreement 18-195

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Castl-GAUW-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. of Pittsburgh, PA — 19445 **INSURER B :** Allied World Assurance Company (U.S.) Inc. — 19489 **INSURER C :** Various - See Attached **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002439322-13 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL5425797	10/31/2018	10/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ N/A $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9767352	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			0310-4072	10/31/2018	10/31/2019	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			Various (See Additional Page)	10/31/2018	10/31/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Tract 7299 Unit 7

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

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EXHIBIT E

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:
POLICY NUMBER (1): WC 031468071 (AOS) New Hampshire Ins. Co.
POLICY NUMBER (2): WC 031468074 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.
POLICY NUMBER (3): WC 031468072 (FL) Illinois National Ins Co
POLICY NUMBER (4): WC 031468073 (CA) American Home Assurance Co

Term: 10/31/2018 to 10/31/2019

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:
WC Statutory Limits
$1,000,000 E.L. Each Accident
$1,000,000 E.L. Disease - Ea Employee
$1,000,000 E.L. Disease - Policy Limit

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EXHIBIT E

ENDORSEMENT

This endorsement, effective 12.01 AM 10/31/2018 forms a part of

policy No GL 5425797 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II- WHO IS AN INSURED is amended to include as an additional insured.

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you

However the insurance provided will not exceed the lesser of

The coverage and/or limits of this policy or

- The coverage and/or limits required by said contract or agreement

Authorized Repesentative or Countersignature (in States Where Applicable)

61712 (12/06)

EXHIBIT E

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

EXHIBIT E

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2018 forms a part of Policy No. WC 031-46-8073

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

EXHIBIT E

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements w.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final Map, Private Improvement Agreement, and Deferral Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7300, Unit 3 located East of Highgate Park Boulevard and South of Ming Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7300 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. The Developer wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

Additionally, the City of Bakersfield Planning Commission approved Developer's tentative map subject to a condition of approval requiring the construction or deferment of the East half of Highgate Park Blvd., South of Highgate Heath Avenue along Tract 7300 Unit 3 frontage ("Improvements"). Developer is entering into a deferral agreement with the city to defer said Improvements until such time as either a bridge is constructed over the Kern River Canal or when any subsequent phase of Tract 7300 is developed that would have direct access to said portion of Highgate Park Blvd.

ATTACHMENTS:

	Description	Type
🗋	Tract 7300 Unit 3 - Private Improvement Agreement	Agreement
🗋	Tract 7300 Unit 3 - Deferral Agreement	Agreement
🗋	Tract 7300 Unit 3 - Final Map	Backup Material
🗋	Tract 7300 Unit 3 - Vicinity Map	Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7300 Unit 3

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **Castle & Cooke California, Inc.**, a **California Corporation** authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 7300 Unit 3** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on **10/4/2016**, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are

on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC").**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.

4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.

4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:	CITY OF BAKERSFIELD Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
Developer:	Castle & Cooke California, Inc. P.O. Box 11165 Bakersfield, CA 93389-1165 Telephone: (661) 664-6500 Email: sthayer@castle cooke.com
Surety:	_____ Attn: _____ _____ _____ Telephone: _____ Email: _____ License No.: _____ Local Contact: _____ Local Telephone: _____

12.3. **Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. **Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.
Developer is a corporation? Yes ☒ No ☐
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

Castle & Cooke California, Inc.

By: Scott R. Thayer

Print Name: Scott R. Thayer

Title: SVP

By: Laura Whitaker

Print Name: Laura Whitaker

Title: President

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 19, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____}

On _____before me , _____Notary Public,

Date (here insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

_____ *OPTIONAL* _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ **Phase No.** _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

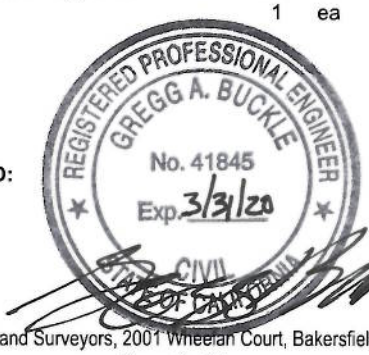
TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7300 Unit 3

Date: 8/10/2018
Job No: 6811.24
Prepared By: gab
(Revised 12/12/18 gab)

Item No.	Item Description	Qty	Unit	Unit $	Item $
Storm Drain Improvements					
1.	18" Storm Drain (RGJ-RCP)	326	lf	95.00	30,970
2.	24" Storm Drain (RGJ-RCP)	984	lf	105.00	103,320
3.	30" Storm Drain (RGJ-RCP)	565	lf	115.00	64,975
4.	36" Storm Drain (RGJ-RCP)	318	lf	130.00	41,340
5.	42" Storm Drain (RGJ-RCP)	110	lf	135.00	14,850
6.	Type A Catch Basins	3	ea	5000.00	15,000
7.	Manhole	9	ea	4000.00	36,000
8.	Outlet Structure	1	ea	4000.00	4,000
				Sub-Total	310,455
Sewer Improvements					
9.	6" Sewer Line	213	lf	50.00	10,650
10.	8" Sewer Line	1257	lf	55.00	69,135
11.	4" Laterals	1148	lf	30.00	34,440
12.	Clean-outs, 6"	2	ea	650.00	1,300
13.	Clean-outs, 8"	1	ea	700.00	700
14.	Standard Manhole, 6' to 8'	1	ea	2600.00	2,600
15.	Standard Manhole, 13' to 16'	4	ea	3600.00	14,400
16.	Drop Manhole, Single	2	ea	3200.00	6,400
				Sub-Total	139,625
Water Improvements					
17..	1" Water Service	28	ea	1100.00	30,800
18.	Landscape Water Service	1	ea	1500.00	1,500
19.	8" Waterline	1593	lf	35.00	55,755
20.	12" Waterline	397	lf	48.00	19,056
21.	8" Gate Valve	7	ea	1050.00	7,350
22.	12" Gate Valve	1	ea	2100.00	2,100
23.	6" Fire Hydrant Assembly	3	ea	4000.00	12,000
24.	Tie-in to existing line	3	ea	1100.00	3,300
25.	2" Blow-off Assemblies	1	ea	1200.00	1,200
26.	Wharf Hydrant	3	ea	2000.00	6,000
				Sub-Total	139,061
Street Improvements					
27.	A.C. Paving	504	tns	100.00	50,400
28.	Aggregate Base (Class 2)	579	cy	70.00	40,530
29.	Roadway Excavation/Subgrade Preparation	644	cy	25.00	16,100
30.	6" Curb & Gutter	481	lf	25.00	12,025
31.	6" Concrete Curb	2,497	lf	20.00	49,940
32.	Sidewalk (4" thick)	14,325	sf	6.00	85,950
33.	Driveways (6" thick)	4576	sf	9.00	41,184
34.	Handicap Ramps (ADA/Title 24/CalTrans)	7	ea	2500.00	17,500
35.	Concrete Parking	19,112	sf	9.00	172,008
36.	Concrete Parking Subgrade Preparation	354	cy	25.00	8,850
37.	Street Name Signs	5	ea	300.00	1,500
38.	Street Lights - COB Standard	4	ea	6000.00	24,000
39.	Survey Monument & Encasement	8	ea	750.00	6,000
40.	Saw Cut	40	lf	3.00	120
				Sub-Total	526,107
Miscellaneous					
41.	6' Block Wall	1030	lf	130.00	133,900
42.	6' C.L. Fence w/ Rdwd Slats/Conc. Ftng/Gate	1463	lf	95.00	138,985
43.	Sewer Lift Station-Offsite	1	ea	750000.00	750,000
				Sub-Total	1,022,885
	TOTAL IMPROVEMENTS:				2,138,133
	20 % Contingency:				427,627
	ENFORCEMENT COST				**15,000**
	TOTAL IMPROVEMENT BOND:				**2,580,760**
	50% LABOR BOND:				**1,290,380**



12/12/18

EXHIBIT C

Bond No: 1164203
Premium: $61,938.00
Effective Date: 07/18/2019

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Highgate Regents Tract 7300 Unit 3. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $2,580,760.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 17, 2019.

PRINCIPAL
Castle & Cooke California, Inc.

By: _____

Its: SVP

By: Laura Whitaker

Its: PRESIDENT

SURETY
Lexon Insurance Company

By: _____
Joshua Sanford

Its: Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 23, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of Connecticut

County of Hartford

On July 17, 2019 (Date) before me, Danielle D. Johnson, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Danielle D. Johnson

DANIELLE D. JOHNSON
NOTARY PUBLIC - CT 175556
MY COMMISSION EXPIRES JAN. 31, 2023

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

Bond No: 1164203
Premium: Included in Performance Bond
Effective Date: 07/18/2019

City of Bakersfield

LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Highgate Regents Tract 7300 Unit 3 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 1,290,380.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 17, 2019.

PRINCIPAL
Castle & Cooke California, Inc.
By: _____
Its: SVP
By: _____
Its: President

SURETY
Lexon Insurance Company
By: _____
Joshua Sanford
Its: Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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State of California
County of Kern)

On July 23, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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State of Connecticut

County of Hartford

On July 17, 2019 (Date) before me, Danielle D. Johnson, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Danielle D. Johnson

DANIELLE D. JOHNSON
NOTARY PUBLIC - CT 175556
MY COMMISSION EXPIRES JAN. 31, 2023

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

POWER OF ATTORNEY

Bond #: 1164203
Principal: Castle & Cooke California, Inc.
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Joshua Sanford** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Castl-GAUW-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. of Pittsburgh, PA — 19445 **INSURER B :** Allied World Assurance Company (U.S.) Inc. — 19489 **INSURER C :** Various - See Attached **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002381115-15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL5425797	10/31/2018	10/31/2019	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9767352	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident)	$	3,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			0310-4072	10/31/2018	10/31/2019	EACH OCCURRENCE	$	25,000,000
							AGGREGATE	$	25,000,000
								$	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Various (See Additional Page)	10/31/2018	10/31/2019	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Regents Tract 7300 Unit 3

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an Additional Insured (except workers compensation) where required by executed written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfiled, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

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AGENCY CUSTOMER ID: CN101262924
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:
POLICY NUMBER (1): WC 031468071 (AOS) New Hampshire Ins. Co.
POLICY NUMBER (2): WC 031468074 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.
POLICY NUMBER (3): WC 031468072 (FL) Illinois National Ins Co
POLICY NUMBER (4): WC 031468073 (CA) American Home Assurance Co

Term: 10/31/2018 to 10/31/2019

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:
WC Statutory Limits
$1,000,000 E.L. Each Accident
$1,000,000 E.L. Disease - Ea Employee
$1,000,000 E.L. Disease - Policy Limit

EXHIBIT E

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ENDORSEMENT

This endorsement, effective 12.01 AM 10/31/2018 forms a part of

policy No GL 5425797 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II- WHO IS AN INSURED is amended to include as an additional insured.

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you

However the insurance provided will not exceed the lesser of

The coverage and/or limits of this policy or

- The coverage and/or limits required by said contract or agreement

Authorized Repesentative or Countersignature (in States Where Applicable)

61712 (12/06)

EXHIBIT E

POLICY NUMBER: GL 5425797

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person *or* organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

® Insurance Services Office, Inc., 2008

EXHIBIT E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2018 forms a part of Policy No. WC 031468071

Issued to CASTLE & COOKE, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTRAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY, OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXHIBIT E

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2018 forms a part of Policy No. WC 031-46-8073

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

EXHIBIT E

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

IMPROVEMENT AGREEMENT NO. _____

This **IMPROVEMENT AGREEMENT** ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY") and **CASTLE & COOKE CALIFORNIA, INC.**, a California corporation authorized to do business in California ("DEVELOPER").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield that is bound by Highgate Heath Avenue on the North, Kern River Canal on the South, and Highgate Park Blvd. on the west, commonly referred to as Tract 7300 Phase 3; and

WHEREAS, CITY's Planning Commission has approved DEVELOPER's tentative map subject to a condition of approval requiring the construction or deferment of the East half of Highgate Park Blvd., South of Highgate Heath Avenue along said Phase 3 frontage ("Improvements"); and

WHEREAS, CITY approves the deferment option of said improvements because that portion of the street will not be used by the public at this time and they are not necessary for any purpose at this time; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, CITY and DEVELOPER agree as follows:

1. Construction of Improvements shall be deferred until the Highgate Park Blvd. bridge is constructed over the Kern River Canal, or when any subsequent phase of Tract 7300 that would have direct access from Highgate Park Blvd. occurs, or when necessary for traffic circulation or safety as determined by the City Engineer.
2. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

3. This Agreement shall be recorded with the Kern County Recorder's Office after execution thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MC KEEGAN
Finance Director

RI/vlg

CASTLE & COOKE CALIFORNIA, INC.

By: _____

Title: SVP

By: Laura Whitaker

Title: President

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 25, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

TRACT NO. 7300-UNIT 3

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT 17-0353, PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT NO. 218019657 OF OFFICIAL RECORDS; ALSO BEING A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M.,
CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 28 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 1 PUBLIC LANDSCAPE LOT AND 7 PRIVATE LANDSCAPE LOTS
8.45 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES OVER, ON, AND UNDER LANDSCAPE LOT "B", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES OVER, ON AND UNDER LOT "B", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES, OVER, ON AND UNDER A PORTION OF LOTS 1 THROUGH 7 (INCLUSIVE), 17 AND LOT "E", AS SHOWN HEREON.

FOR SUCH TIME AS HIGHGATE PARK BOULEVARD REMAIN PUBLIC ROADS AND HIGHGATE HEATH AVENUE REMAIN PRIVATE ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1 THROUGH 7 (INCLUSIVE), 17 AND LOT "E", SO THAT THE OWNER OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROADS.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WATER LINE PURPOSES OVER, ON AND UNDER A PORTION OF LOT "E", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDING AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR STORM DRAIN LINE PURPOSES OVER, ON AND UNDER A PORTION OF LOT "E", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDING AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR EMERGENCY AND PEDESTRIAN ACCESS PURPOSES OVER, ON AND UNDER A PORTION OF LOT "E", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDING AND STRUCTURES OF ANY KIND.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

Laura Whitaker
LAURA WHITAKER, PRESIDENT

Scott R. Thayer
SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT NO. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT NO. 217087272, **AND JULY 1, 2019 AS DOCUMENT NO. 219077163, ALL OF OFFICIAL RECORDS.**

NAME Courtney Sabahi
TITLE Vice President

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Kern)
ON November 2, 2018 BEFORE ME, Charlotte L. Jones, A NOTARY PUBLIC, PERSONALLY APPEARED Laura Whitaker and Scott R. Thayer, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~IS~~/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/~~THEY EXECUTED THE SAME IN ~~HIS/HER/~~THEIR AUTHORIZED CAPACITY~~(IES)~~, AND THAT BY ~~HIS/HER/~~THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Charlotte L. Jones

PRINTED NAME: Charlotte L. Jones MY COMMISSION EXPIRES: Oct. 5, 2021

MY COMMISSION IS IN THE COUNTY OF Kern MY COMMISSION I.D. NO. 2212962

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)
ON November 9, 2018 BEFORE ME, Evelyn T. Castro, A NOTARY PUBLIC, PERSONALLY APPEARED Courtney Sabahi, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Evelyn T. Castro

PRINTED NAME: Evelyn T. Castro MY COMMISSION EXPIRES: 7.1.2021

MY COMMISSION IS IN THE COUNTY OF Los Angeles MY COMMISSION I.D. NO. 2200081

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 7300-UNIT 3 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED WITH THE EXCEPTION OF HIGHGATE PARK BOULEVARD WHICH IS HEREBY ACCEPTED FOR PUBLIC USE, SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE PUBLIC EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, ARE HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 5351, PAGES 1860 AND DOCUMENT NO. 217141263, BOTH OF OFFICIAL RECORDS.
SOUTHERN CALIFORNIA GAS COMPANY	EASEMENT HOLDER PER BOOK 5738, PAGES 2035 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, L.L.C.	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT NO. 0212010379, OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

CITY OF BAKERSFIELD INCORPORATED JANUARY 11, 1915 CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN FEBRUARY OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020 OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ROGER A. McINTOSH
L.S. NO. 4383

10-25-18
DATE

LICENSED LAND SURVEYOR ROGER A. McINTOSH No. 4383 STATE OF CALIFORNIA

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY EXTENSIONS GRANTED THERETO. THE SUBDIVISION AS SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IS IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER NICOLAS FIDLER C 61069 Exp. 12-31-18 CIVIL STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 (EXP 12/31/18) DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR JIM MATERN SCHROETER L 7851 Exp. 12-31-18 STATE OF CALIFORNIA

JIM MATERN SCHROETER LS 7851 (EXP 12/31/18) DATE

NOTE

SEE SHEET 3 FOR VICINITY MAP AND SOILS NOTE.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT NO. 07-310.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

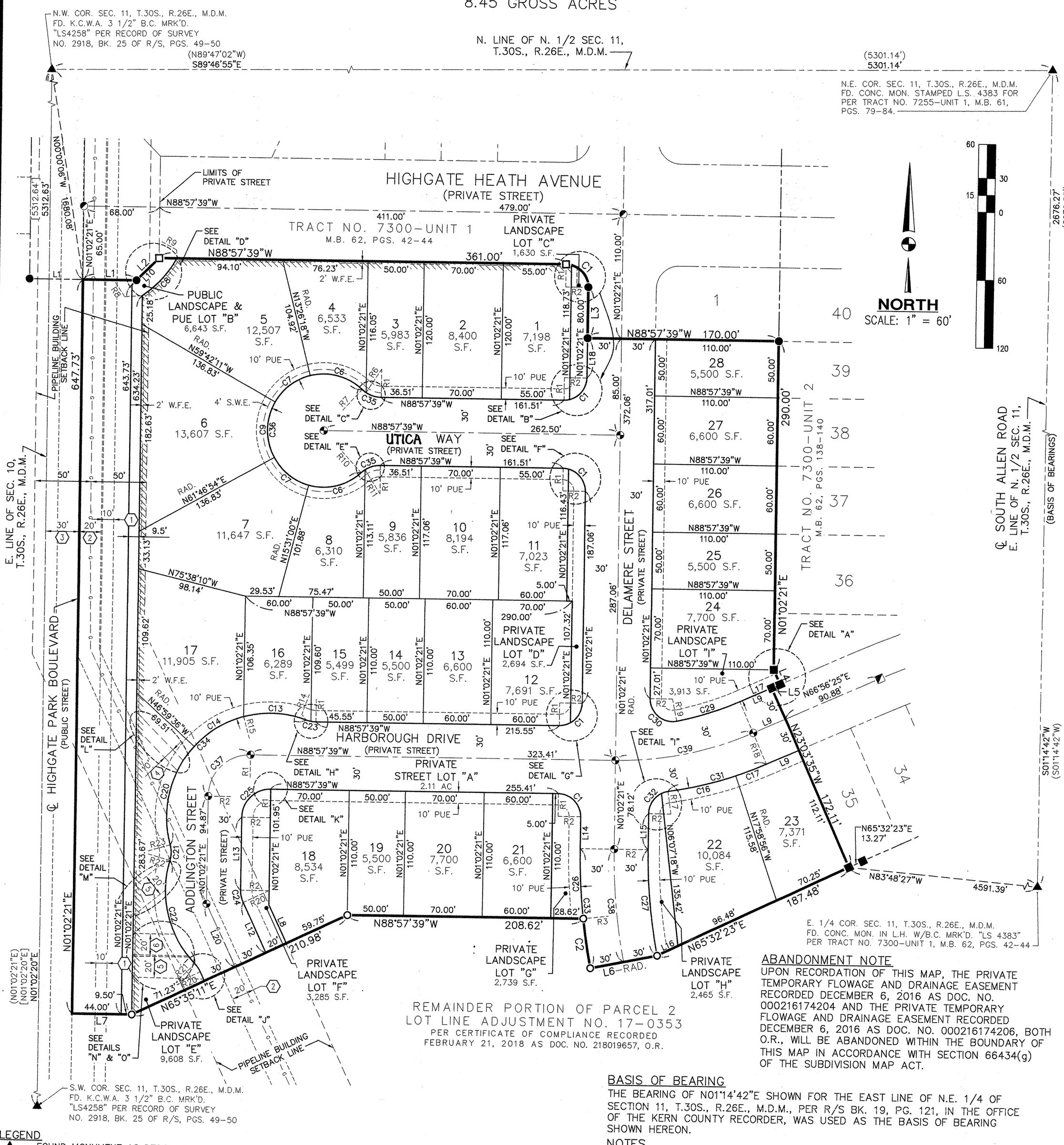
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)

TRACT NO. 7300-UNIT 3

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 28 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 1 PUBLIC LANDSCAPE AND 7 PRIVATE LANDSCAPE LOTS
8.45 GROSS ACRES



REMAINDER PORTION OF PARCEL 2
LOT LINE ADJUSTMENT NO. 17-0353
PER CERTIFICATE OF COMPLIANCE RECORDED
FEBRUARY 21, 2018 AS DOC. NO. 218019657, O.R.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE PRIVATE TEMPORARY FLOWAGE AND DRAINAGE EASEMENT RECORDED DECEMBER 6, 2016 AS DOC. NO. 000216174204 AND THE PRIVATE TEMPORARY FLOWAGE AND DRAINAGE EASEMENT RECORDED DECEMBER 6, 2016 AS DOC. NO. 000216174206, BOTH O.R., WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

BASIS OF BEARING

THE BEARING OF N01°14'42"E SHOWN FOR THE EAST LINE OF N.E. 1/4 OF SECTION 11, T.30S., R.26E., M.D.M., PER R/S BK. 19, PG. 121, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIAMETER. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT NO. 07-310.

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED
- O = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383
- ◔ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383
- ● = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 1, M.B. 62 PGS. 42-44.
- ◴ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 1, M.B. 62, PGS. 42-44.
- □ = FD. PENNY BRASS TAG ON WALL OR CONCRETE MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 1, M.B. 62, PGS. 42-44.
- ■ = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 2, M.B. 62, PGS. 138-140.
- ◩ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 2, M.B. 62, PGS. 138-140.
- ( ) = RECORD PER RECORD OF SURVEY, R/S BK. 19, PGS. 115-121.
- [ ] = RECORD AND/OR CALCULATED PER RECORD OF SURVEY, R/S BK 25, PGS. 49-50.
- \\\\\\ = INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP.
- (#) = EASEMENT REFERENCE (SEE EASEMENT LEGEND-SHT. 3)

AC.	ACRES	COR.	CORNER	L.S.	LAND SURVEYOR
B.C.	BRASS CAP	FD.	FOUND	L.H.	LAMPHOLE
BK.	BOOK	I.P.	IRON PIPE	M.B.	MAP BOOK
CONC.	CONCRETE	K.C.S.	KERN COUNTY SURVEYOR	M.D.M.	MOUNT DIABLO MERIDIAN

MON.	MONUMENT
MRK'D.	MARKED
O.R.	OFFICIAL RECORDS
PG.	PAGE
P.M.	PARCEL MAP
PUE	PUBLIC UTILITIES EASEMENT
RAD.	RADIAL
R/S	RECORD OF SURVEY
SEC.	SECTION
S.F.	SQUARE FEET
S.W.E.	SIDEWALK EASEMENT PER SEPARATE DOCUMENT.
W.F.E.	WALL FOOTING EASEMENT PER THIS MAP.
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE-SHT. 3)
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE-SHT. 3)
L1	LINE NUMBER FOR DATA (SEE LINE TABLE-SHT. 3)
R.26E.	RANGE 26 EAST
T.30S.	TOWNSHIP 30 SOUTH

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____, AT _____ .M.,

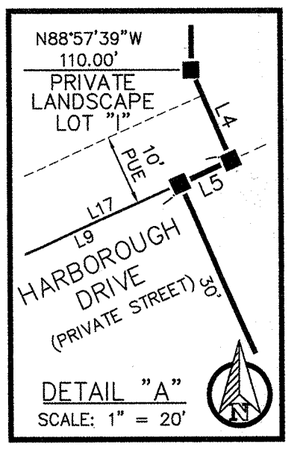
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

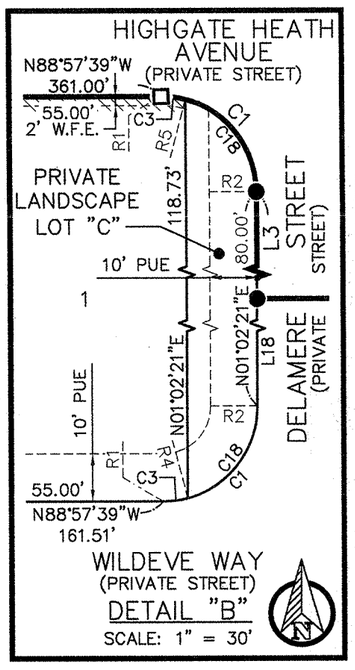
BY: _____
(DEPUTY)

TRACT NO. 7300-UNIT 3

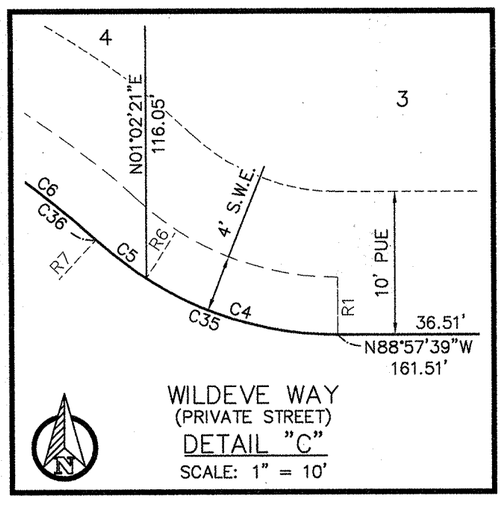
CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 28 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 1 PUBLIC LANDSCAPE AND 7 PRIVATE LANDSCAPE LOTS
8.45 GROSS ACRES



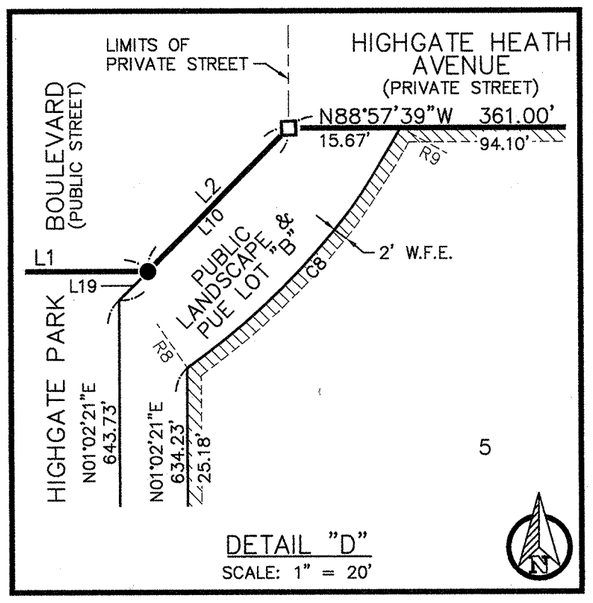
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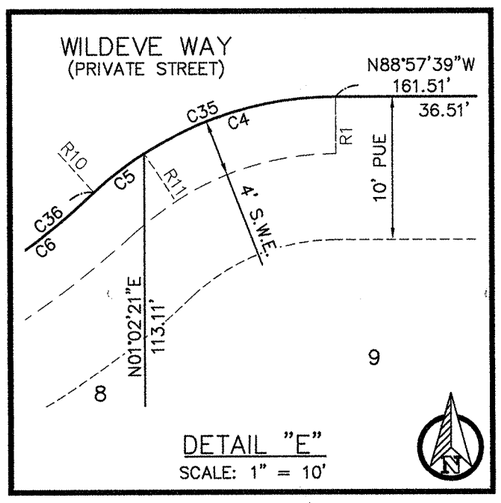
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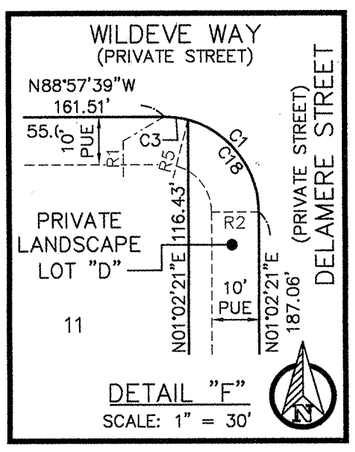
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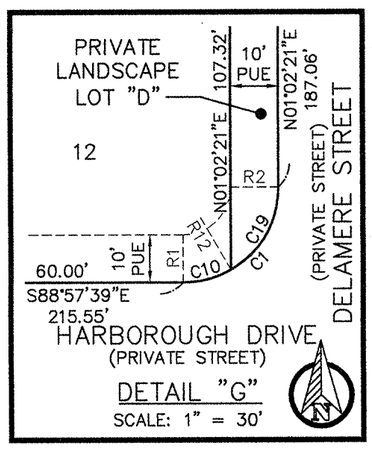
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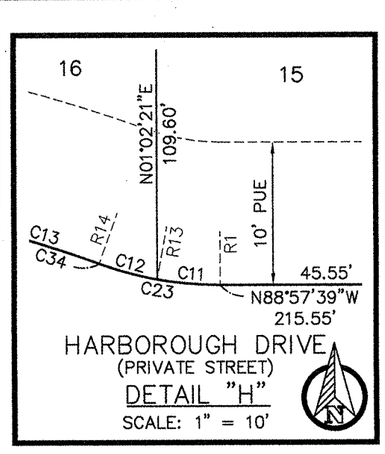
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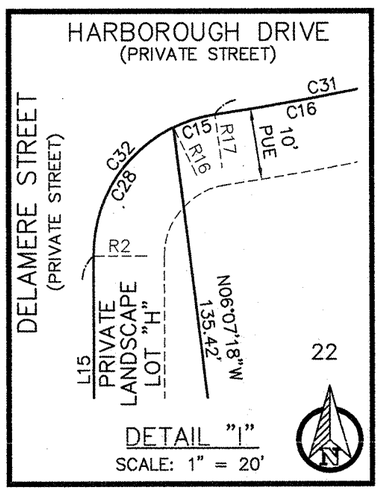
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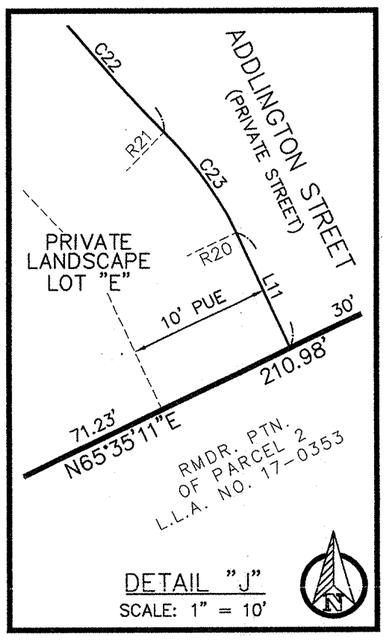
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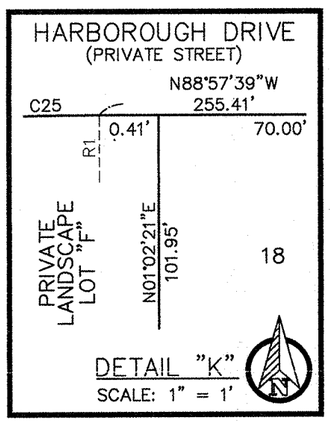
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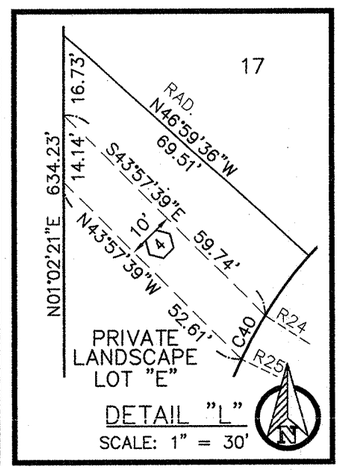
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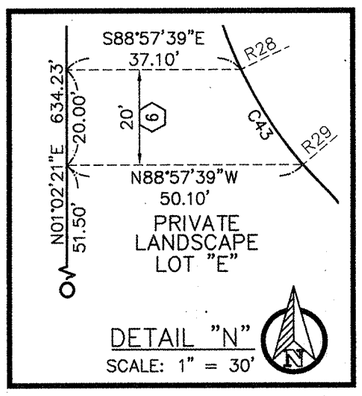
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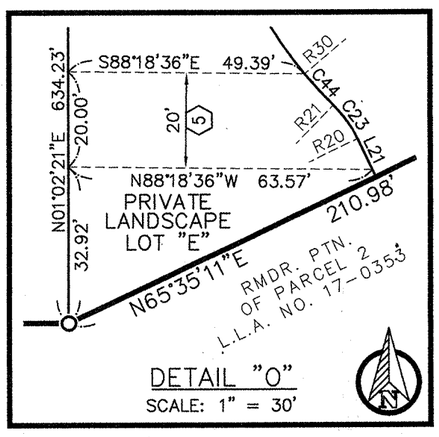
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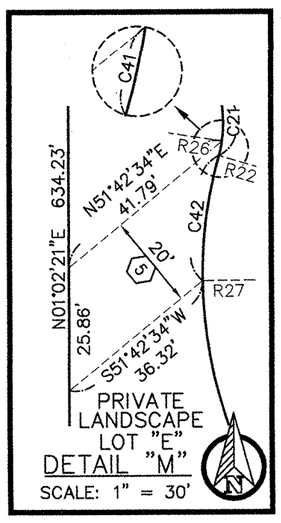
DETAIL "L"
SCALE: 1" = 30'



DETAIL "N"
SCALE: 1" = 30'



DETAIL "O"
SCALE: 1" = 30'



DETAIL "M"
SCALE: 1" = 30'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	20.00'	31.42'	20.00'	090°00'00"
C2	530.00'	44.24'	22.13'	004°46'55"
C3	20.00'	5.05'	2.54'	014°28'39"
C4	25.00'	14.25'	7.32'	032°39'25"
C5	25.00'	4.44'	2.23'	010°10'35"
C6	50.00'	50.01'	27.32'	057°18'39"
C7	50.00'	40.37'	21.36'	046°15'53"
C8	95.00'	45.52'	23.20'	027°27'07"
C9	50.00'	51.06'	28.01'	058°30'55"
C10	20.00'	10.47'	5.36'	030°00'00"
C11	25.00'	4.47'	2.24'	010°15'03"
C12	25.00'	4.22'	2.11'	009°40'08"
C13	92.00'	56.87'	29.38'	035°25'13"
C14	92.00'	52.24'	26.84'	032°31'56"
C15	20.00'	6.18'	3.11'	017°41'42"
C16	330.00'	62.25'	31.22'	010°48'30"
C17	330.00'	29.24'	14.63'	005°04'38"
C18	20.00'	26.36'	15.49'	075°31'21"
C19	20.00'	20.94'	11.55'	060°00'00"
C20	92.00'	93.06'	50.95'	057°57'16"
C21	25.00'	13.95'	7.16'	031°58'27"
C22	92.00'	98.53'	54.58'	061°21'34"
C23	25.00'	8.69'	4.39'	019°55'11"
C24	25.00'	11.11'	5.65'	025°27'10"
C25	25.00'	39.27'	25.00'	090°00'00"
C26	530.00'	62.02'	31.05'	006°42'17"
C27	470.00'	94.23'	47.27'	011°29'12"
C28	20.00'	22.37'	12.52'	064°05'31"
C29	270.00'	59.20'	29.72'	012°33'43"
C30	20.00'	35.44'	24.49'	101°32'13"
C31	330.00'	91.50'	46.04'	015°53'09"
C32	20.00'	28.55'	17.32'	081°47'12"
C33	530.00'	106.25'	53.31'	011°29'12"
C34	92.00'	202.17'	180.20'	125°54'24"
C35	25.00'	18.69'	9.81'	042°50'00"
C36	50.00'	231.84'	53.93'	265°40'01"
C37	37.00'	58.12'	37.00'	090°00'00"
C38	500.00'	100.24'	50.29'	011°29'12"
C39	300.00'	126.18'	64.04'	024°05'56"
C40	92.00'	10.41'	5.21'	006°29'00"
C41	25.00'	3.16'	1.58'	007°14'40"
C42	92.00'	26.57'	13.38'	016°32'46"
C43	92.00'	23.92'	12.03'	014°53'53"
C44	92.00'	8.98'	4.49'	005°35'30"

RADIAL TABLE	
RADIAL	BEARING
R1	N01°02'21"E
R2	N88°57'39"W
R3	N84°20'05"E
R4	N13°26'18"W
R5	N15°31'00"E
R6	N33°41'46"E
R7	N43°52'22"E
R8	N33°14'07"W
R9	N60°41'13"W
R10	N41°47'39"W
R11	N31°37'04"W
R12	N28°57'39"W
R13	N11°17'25"E
R14	N20°57'32"E
R15	N14°27'40"W
R16	N24°52'08"W
R17	N07°10'26"W
R18	N23°03'35"W
R19	N10°29'52"W
R20	N65°35'11"E
R21	N45°40'00"E
R22	N72°58'25"W
R23	N75°03'08"E
R24	S56°45'19"E
R25	N63°14'20"W
R26	N80°13'06"W
R27	N89°31'12"W
R28	N65°27'43"E
R29	S50°33'50"W
R30	N51°15'31"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°57'39"W	48.00'
L2	N46°02'21"E	28.28'
L3	N01°02'21"E	45.00'
L4	N23°03'35"W	13.89'
L5	N66°56'25"E	8.02'
L6	N79°33'09"E	60.00'
L7	N88°57'39"W	53.50'
L8	N24°24'49"W	37.35'
L9	N66°56'25"E	30.79'
L10	N46°02'21"E	33.94'
L11	N24°24'49"W	8.96'
L12	N24°24'49"W	48.82'
L13	N01°02'21"E	64.45'
L14	N01°02'21"E	28.12'
L15	N01°02'21"E	31.71'
L16	N65°32'23"E	20.75'
L17	N66°56'25"E	38.81'
L18	N01°02'21"E	35.00'
L19	N46°02'21"E	5.66'
L20	N24°24'49"W	61.24'
L21	S24°24'49"E	7.20'

EASEMENT LEGEND

(1) AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF POLE LINES, FIXTURES AND APPURTENANCES RECORDED FEBRUARY 12, 1981 IN BK. 5351, PG. 1860, O.R.

(2) AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY FOR THE PURPOSE OF PIPELINES AND APPURTENANCES RECORDED MARCH 1, 1985 IN BK. 5738, PG. 2035, O.R.

(3) AN EASEMENT GRANTED TO THE PUBLIC IN GENERAL FOR THE PURPOSE OF INGRESS, EGRESS AND ROAD RECORDED NOVEMBER 30, 2009 AS DOC. NO. 0209174864, O.R.

(4) AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR WATER LINE PURPOSES DEDICATED PER THIS MAP. (SEE DETAIL "L")

(5) AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR STORM DRAIN LINE PURPOSES DEDICATED PER THIS MAP. (SEE DETAILS "M" & "O")

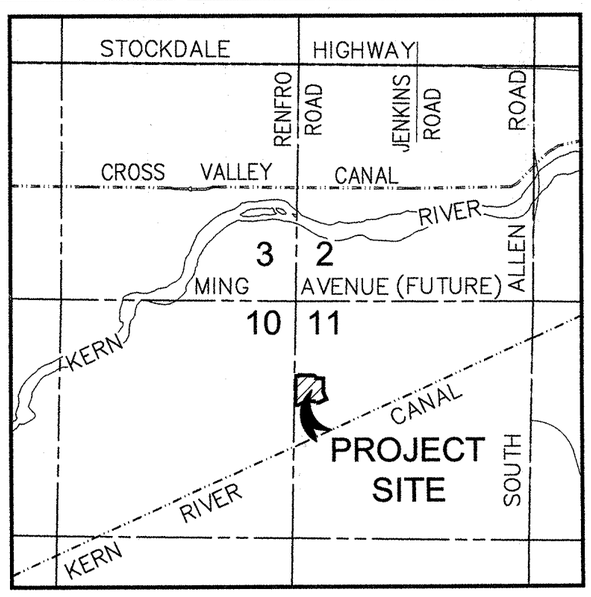
(6) AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR SECONDARY ACCESS PURPOSES DEDICATED PER THIS MAP. (SEE DETAIL "N")

AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR CONSTRUCTION, INGRESS & EGRESS AND INCIDENTAL PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. NO. 217141263, O.R. (EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

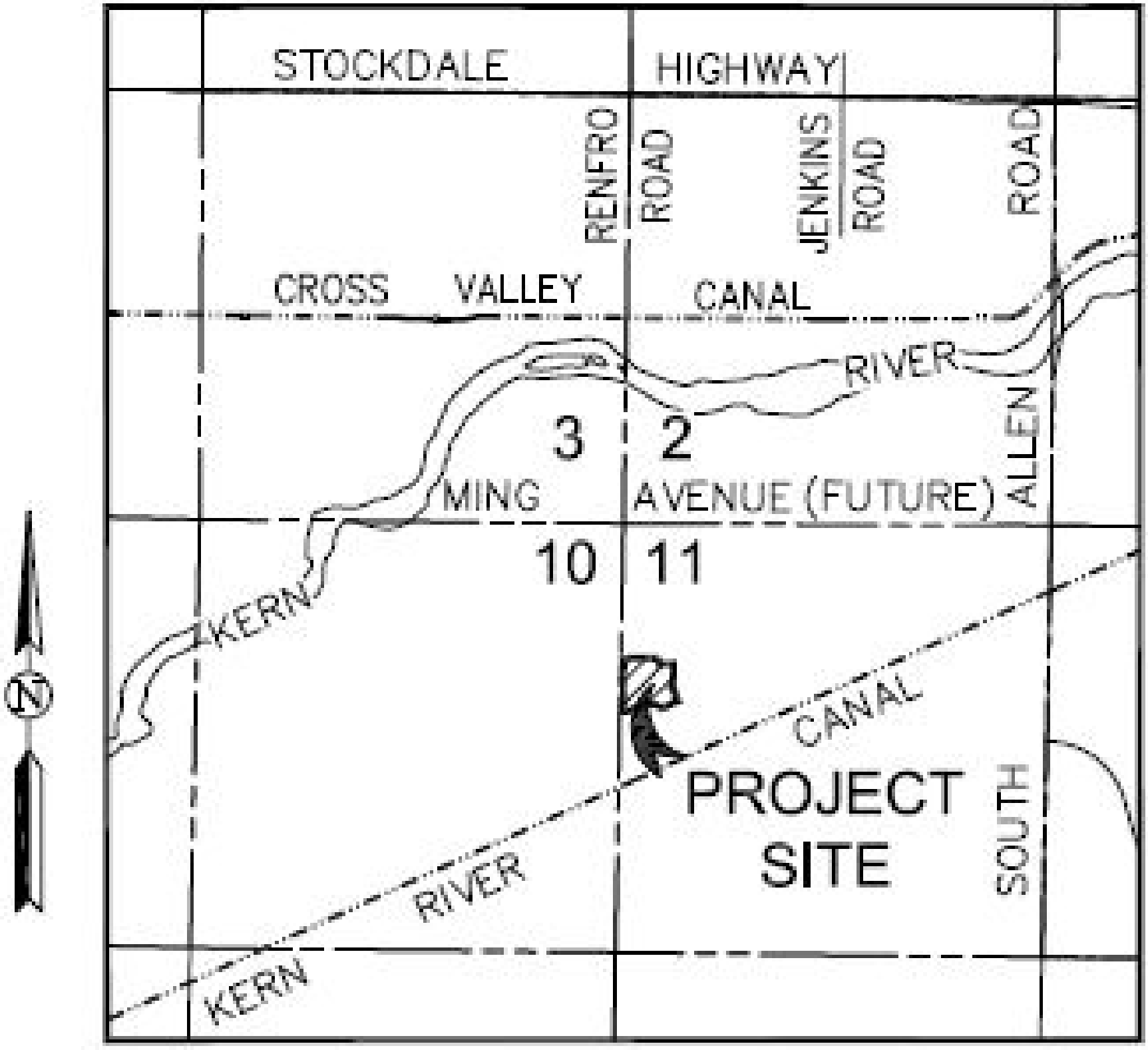
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)



VICINITY MAP

NOT TO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements x.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 5

SUBJECT: Final map and improvement agreement with Castle & Cooke California, Inc. (Developer) for Tract 7302, Unit 4 located south of Ming Avenue and west of Allen Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7302 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. The Developer wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
TR 7302 Unit-4Final Map	Backup Material
Tr 7302 unit-4 Vicinity Map	Backup Material
TR 7302 Unit 4 PVT. IMP AGR	Agreement

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 17-0353 PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT NO. 218019657, OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS 8.81 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOTS "A" AND "B" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOTS "A" AND "B".

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 3, 4, 8, 9, 10 AND LOT "C", SO THAT THE OWNERS OF SAID LOT ABUTTING THE CITY OF BAKERSFIELD FEE PARCEL OF LAND, WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID LAND.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

_____ _____

LAURA WHITAKER, PRESIDENT SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT NO. 000215127441 AND THE AMENDMENTS THERETO RECORDED JULY 7, 2017 AS DOCUMENT NO. 217087272 AND JULY 1, 2019 AS DOCUMENT NO. 219077163, ALL OF OFFICIAL RECORDS.

_____

NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

NOTES

FOR VICINITY MAP, SEE SHEET 3.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7302-UNIT 4 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED FOR PUBLIC USE.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 1670, PAGE 208, DOCUMENT NO. 0203148941 AND DOCUMENT NO. 217141263 ALL OF OFFICIAL RECORDS.
KERN COUNTY WATER AGENCY	EASEMENT HOLDER PER DOCUMENT NO. 0215177068 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, L.L.C.	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

_____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020 OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____

ROGER A. McINTOSH DATE
L.S. No. 4383

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

NICOLAS FIDLER C 61069 DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____

JIM MATERN SCHROETER LS 7851 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

_____

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____ , AT _____ .M.,

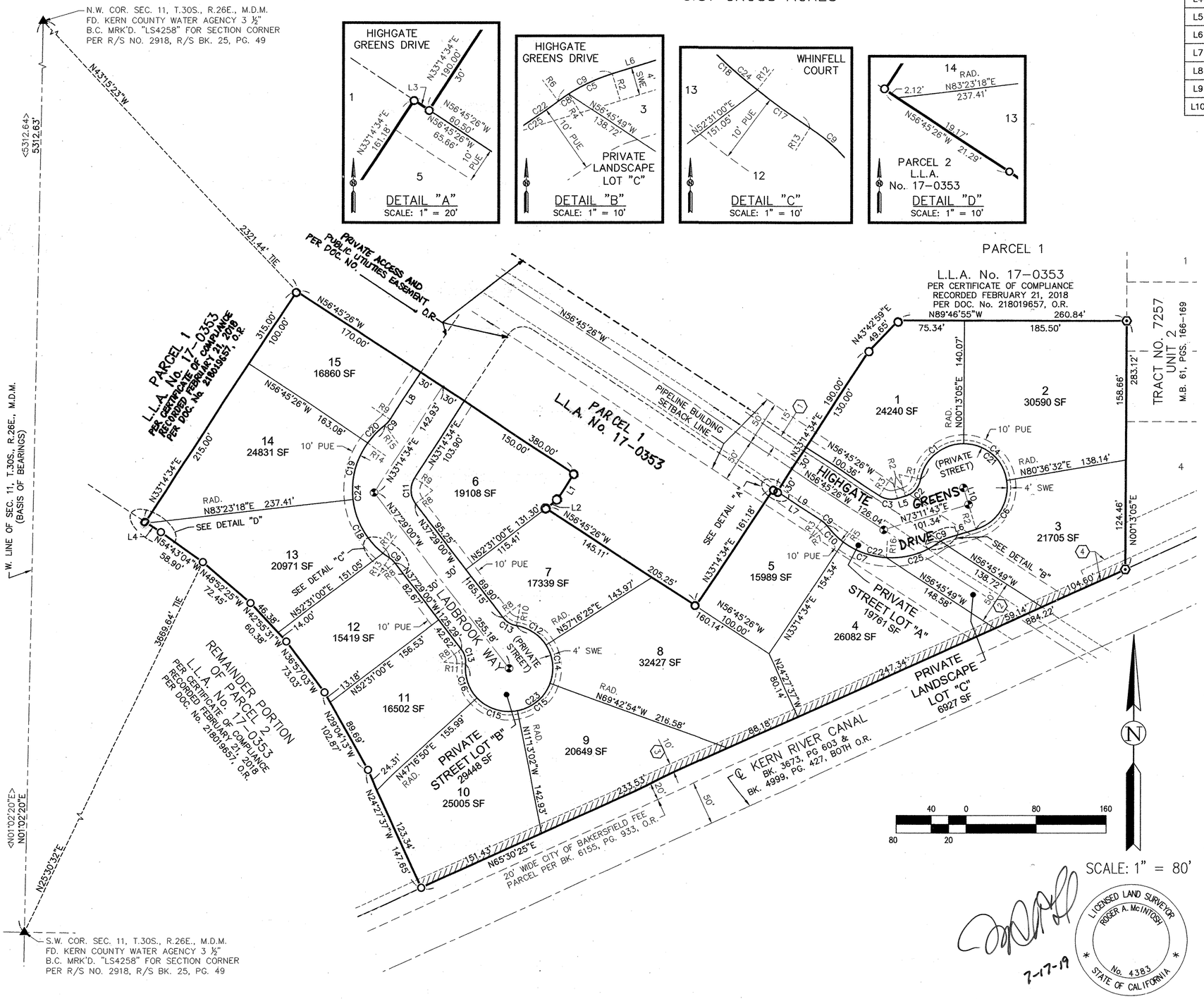
IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

Note: original sheet 1 to follow 7/24/19

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS
8.81 GROSS ACRES



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°14'34"E	35.00'
L2	N52°31'00"E	15.89'
L3	N56°45'26"W	5.16'
L4	N56°45'26"W	21.29'
L5	N73°11'43"E	9.34'
L6	N73°11'43"E	35.81'
L7	N56°45'26"W	65.66'
L8	N33°14'34"E	64.04'
L9	N56°45'26"W	60.50'
L10	N16°48'17"W	20.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	50.00'	69.12'	41.37'	079°12'16"
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C15	50.00'	51.05'	28.00'	058°29'52"
C16	50.00'	41.95'	22.30'	048°04'10"
C17	92.00'	9.23'	4.62'	005°44'54"
C18	92.00'	72.33'	38.15'	045°02'35"
C19	92.00'	67.89'	35.58'	042°17'01"
C20	92.00'	28.08'	14.15'	017°29'27"
C21	50.00'	211.34'	82.92'	242°10'55"
C22	92.00'	144.33'	91.82'	089°53'13"
C23	50.00'	231.84'	53.93'	265°40'01"
C24	92.00'	177.54'	132.78'	110°33'57"
C25	92.00'	64.55'	33.67'	040°11'53"

RADIAL TABLE	
RADIAL	BEARING
R1	N78°59'11"W
R2	N16°48'17"W
R3	N33°14'34"E
R4	N32°36'54"W
R5	N36°41'03"E
R6	N36°43'28"W
R7	N53°09'45"E
R8	N52°31'00"E
R9	N56°45'26"W
R10	N09°40'59"E
R11	S84°39'00"E
R12	N38°20'43"E
R13	N32°35'49"E
R14	N54°19'41"W
R15	N36°50'15"W
R16	N03°28'25"E

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 7302-UNIT 2 & 3, LOT LINE ADJUSTMENT NO. 17-0353 AND THIS TRACT IS RECORD SAME AS MEASURED.

FOR VICINITY MAP, EASEMENT LEGEND AND LEGEND, SEE SHEET 3.

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS
8.81 GROSS ACRES

EASEMENT LEGEND

(1) A LICENSE GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF PIPELINES AND APPURTENANCES RECORDED SEPTEMBER 26, 1950 IN BK. 1670, PG. 208, O.R.

(2) AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF UNDERGROUND PIPELINE RECORDED JULY 24, 2003 AS DOC. NO. 0203148941, O.R.

(3) AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF PUBLIC UTILITIES RECORDED JUNE 5, 2008 AS DOC. NO. 0208089237, O.R.

(4) AN EASEMENT GRANTED TO KERN COUNTY WATER AGENCY FOR WATER WELL ACCESS AND MAINTENANCE PURPOSES RECORDED DECEMBER 17, 2015 AS DOC. NO. 0215177068, O.R.

AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. NO. 217141263, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

▲ = FOUND MONUMENT AS DESCRIBED

O = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383

◉ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383

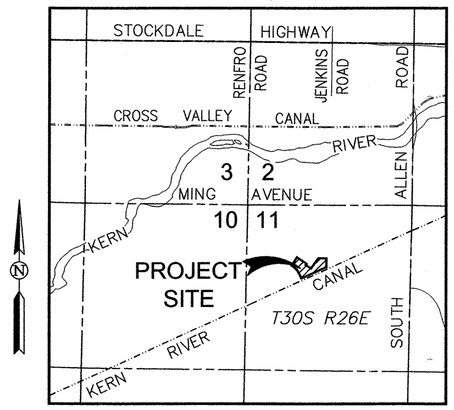
⊙ = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7257 UNIT 2, M.B. 61, PGS. 166–169.

< > = RECORD AND/OR CALCULATED PER RECORD OF SURVEY NO. 2918, R/S BK. 25, PGS. 49–50.

(#) = EASEMENT REFERENCE (SEE EASEMENT LEGEND)

\\\\\\ = INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP.

B.C.	BRASS CAP
BK.	BOOK
CONC.	CONCRETE
COR.	CORNER
FD.	FOUND
I.P.	IRON PIPE
L.L.A.	LOT LINE ADJUSTMENT
L.S.	LAND SURVEYOR
L.H.	LAMPHOLE
M.B.	MAP BOOK
M.D.M.	MOUNT DIABLO MERIDIAN
MON.	MONUMENT
MRK'D.	MARKED
O.R.	OFFICIAL RECORDS
PG.	PAGE
PUE	PUBLIC UTILITIES EASEMENT
RAD.	RADIAL
R/S	RECORD OF SURVEY
SEC.	SECTION
SF	SQUARE FEET
SWE	SIDEWALK EASEMENT PER SEPARATE DOCUMENT.
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE–SHT. 2)
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE–SHT. 2)
L1	LINE NUMBER FOR DATA (SEE LINE TABLE–SHT. 2)
R.26E.	RANGE 26 EAST
T.30S.	TOWNSHIP 30 SOUTH



VICINITY MAP
NO SCALE

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____ , AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR–RECORDER

BY: _____ (DEPUTY)

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 17-0353 PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT NO. 218019657, OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS 8.81 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOTS "A" AND "B" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOTS "A" AND "B".

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 3, 4, 8, 9, 10 AND LOT "C", SO THAT THE OWNERS OF SAID LOT ABUTTING THE CITY OF BAKERSFIELD FEE PARCEL OF LAND, WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID LAND.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

_____ _____

LAURA WHITAKER, PRESIDENT SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT NO. 000215127441 AND THE AMENDMENTS THERETO RECORDED JULY 7, 2017 AS DOCUMENT NO. 217087272 AND JULY 1, 2019 AS DOCUMENT NO. 219077163, ALL OF OFFICIAL RECORDS.

_____

NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

NOTES

FOR VICINITY MAP, SEE SHEET 3.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7302-UNIT 4 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED FOR PUBLIC USE.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 1670, PAGE 208, DOCUMENT NO. 0203148941 AND DOCUMENT NO. 217141263 ALL OF OFFICIAL RECORDS.
KERN COUNTY WATER AGENCY	EASEMENT HOLDER PER DOCUMENT NO. 0215177068 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, L.L.C.	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

_____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
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WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 20, 2020 OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____

ROGER A. McINTOSH DATE
L.S. No. 4383

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

NICOLAS FIDLER C 61069 DATE

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____

JIM MATERN SCHROETER LS 7851 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

_____

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____ , AT _____ .M.,

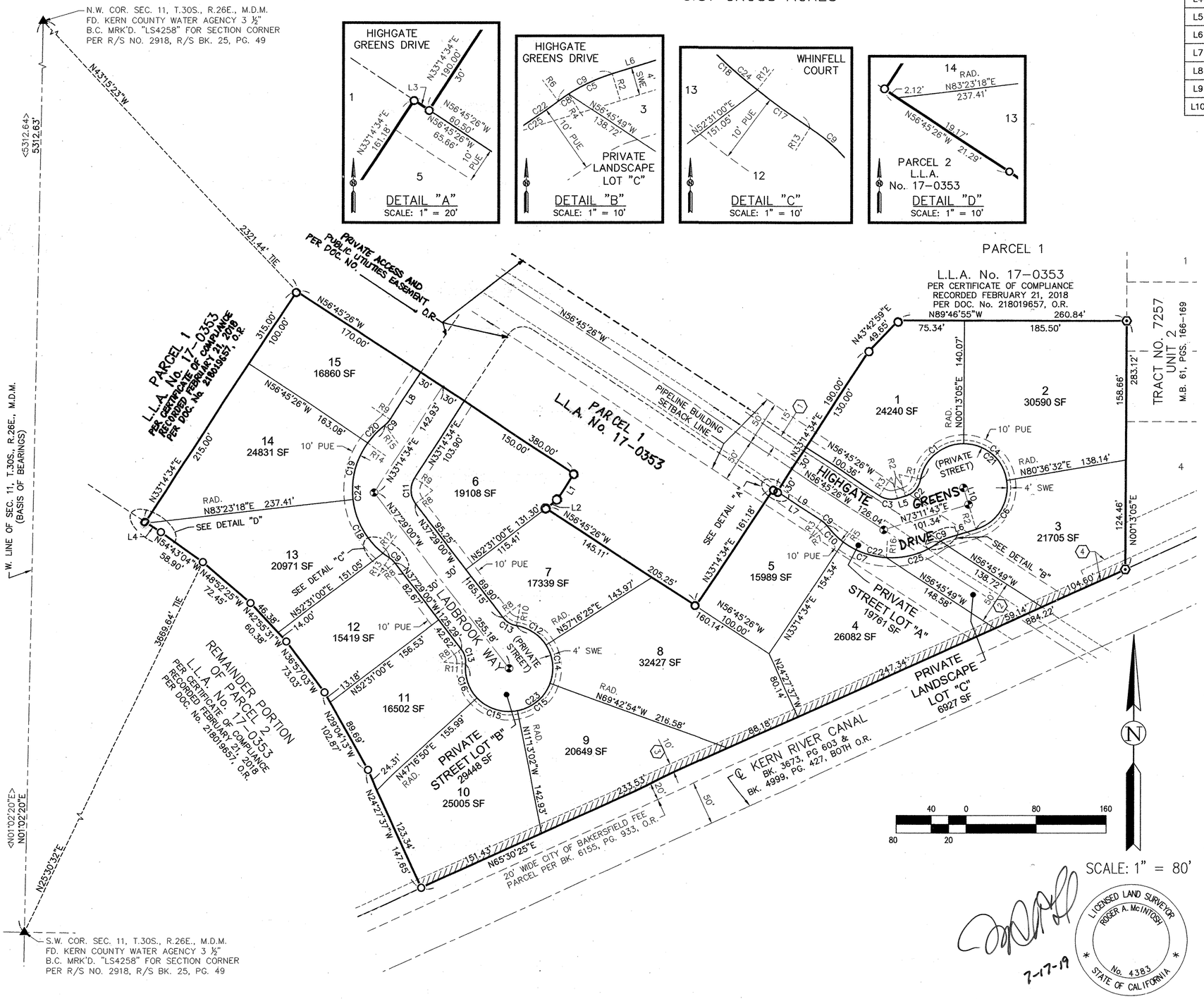
IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

Note: original sheet 1 to follow 7/24/19

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS
8.81 GROSS ACRES



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C14	50.00'	46.26'	24.94'	053°00'41"
C15	50.00'	51.05'	28.00'	058°29'52"
C16	50.00'	41.95'	22.30'	048°04'10"
C17	92.00'	9.23'	4.62'	005°44'54"
C18	92.00'	72.33'	38.15'	045°02'35"
C19	92.00'	67.89'	35.58'	042°17'01"
C20	92.00'	28.08'	14.15'	017°29'27"
C21	50.00'	211.34'	82.92'	242°10'55"
C22	92.00'	144.33'	91.82'	089°53'13"
C23	50.00'	231.84'	53.93'	265°40'01"
C24	92.00'	177.54'	132.78'	110°33'57"
C25	92.00'	64.55'	33.67'	040°11'53"

RADIAL TABLE	
RADIAL	BEARING
R1	N78°59'11"W
R2	N16°48'17"W
R3	N33°14'34"E
R4	N32°36'54"W
R5	N36°41'03"E
R6	N36°43'28"W
R7	N53°09'45"E
R8	N52°31'00"E
R9	N56°45'26"W
R10	N09°40'59"E
R11	S84°39'00"E
R12	N38°20'43"E
R13	N32°35'49"E
R14	N54°19'41"W
R15	N36°50'15"W
R16	N03°28'25"E

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 7302-UNIT 2 & 3, LOT LINE ADJUSTMENT NO. 17-0353 AND THIS TRACT IS RECORD SAME AS MEASURED.

FOR VICINITY MAP, EASEMENT LEGEND AND LEGEND, SEE SHEET 3.

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 15 RESIDENTIAL LOTS, 1 PRIVATE LANDSCAPE LOT AND 2 PRIVATE STREET LOTS
8.81 GROSS ACRES

EASEMENT LEGEND

(1) A LICENSE GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF PIPELINES AND APPURTENANCES RECORDED SEPTEMBER 26, 1950 IN BK. 1670, PG. 208, O.R.

(2) AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF UNDERGROUND PIPELINE RECORDED JULY 24, 2003 AS DOC. NO. 0203148941, O.R.

(3) AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF PUBLIC UTILITIES RECORDED JUNE 5, 2008 AS DOC. NO. 0208089237, O.R.

(4) AN EASEMENT GRANTED TO KERN COUNTY WATER AGENCY FOR WATER WELL ACCESS AND MAINTENANCE PURPOSES RECORDED DECEMBER 17, 2015 AS DOC. NO. 0215177068, O.R.

AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. NO. 217141263, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

▲ = FOUND MONUMENT AS DESCRIBED

O = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383

◉ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383

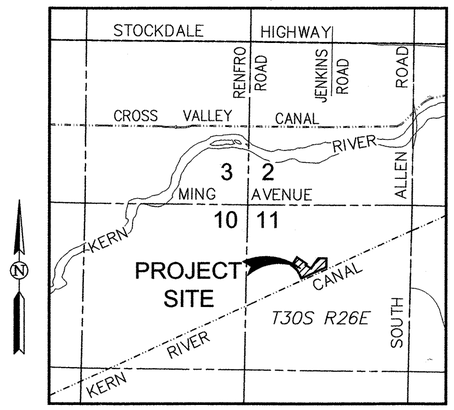
⊙ = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7257 UNIT 2, M.B. 61, PGS. 166–169.

< > = RECORD AND/OR CALCULATED PER RECORD OF SURVEY NO. 2918, R/S BK. 25, PGS. 49–50.

(#) = EASEMENT REFERENCE (SEE EASEMENT LEGEND)

\\\\\\ = INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP.

B.C.	BRASS CAP
BK.	BOOK
CONC.	CONCRETE
COR.	CORNER
FD.	FOUND
I.P.	IRON PIPE
L.L.A.	LOT LINE ADJUSTMENT
L.S.	LAND SURVEYOR
L.H.	LAMPHOLE
M.B.	MAP BOOK
M.D.M.	MOUNT DIABLO MERIDIAN
MON.	MONUMENT
MRK'D.	MARKED
O.R.	OFFICIAL RECORDS
PG.	PAGE
PUE	PUBLIC UTILITIES EASEMENT
RAD.	RADIAL
R/S	RECORD OF SURVEY
SEC.	SECTION
SF	SQUARE FEET
SWE	SIDEWALK EASEMENT PER SEPARATE DOCUMENT.
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE–SHT. 2)
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE–SHT. 2)
L1	LINE NUMBER FOR DATA (SEE LINE TABLE–SHT. 2)
R.26E.	RANGE 26 EAST
T.30S.	TOWNSHIP 30 SOUTH



VICINITY MAP
NO SCALE

7-17-19

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____ , AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____ , AT THE REQUEST OF ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR–RECORDER

BY: _____ (DEPUTY)

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7302 Unit-4

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and Castle & Cooke California Inc., a _California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7302 Unit 4 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on August 04, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are

on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC").**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.

4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.

4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist

for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its

surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation

or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must

provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue

Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: CASTLE & COOKE CALIFORNIA, INC.
P.O. Box 11165
Bakersfield, California 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety: _____
Attn: _____
_____
_____
Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and

may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.
Developer is a corporation? Yes __x__ No _____.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers,

documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

Castle &Cooke California, Inc.

By: Scott R Thayer
Print Name: Scott R Thayer
Title: SVP

By: Laura Whitaker
Print Name: LAURA Whitaker
Title: PRESIDENT

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 23, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

BOND ESTIMATE
for City of Bakersfield Tracts 7302 Unit 4
(Including all of Unit 2 & 3 required for Unit 4 Construction)

Date: 7/22/2019
Job No: 6811.25
Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit $	Item $
	Tract 7302 Unit 4				
Sewer Improvements					
1.	6" Sewer Line	318	lf	50.00	15,900
2.	8" Sewer Line	427	lf	55.00	23,485
3.	4" Laterals	629	lf	30.00	18,870
4.	Clean-outs, 6"	3	ea	650.00	1,950
5.	Standard Manhole, 6' to 8'	3	ea	2600.00	7,800
				Sub-Total	68,005
Water Improvements					
6.	1" Water Service	15	ea	1100.00	16,500
7.	Landscape Water Service	1	ea	1500.00	1,500
8.	8" Waterline	552	lf	35.00	19,320
9.	6" Fire Hydrant Assembly	2	ea	4000.00	8,000
10.	2" Blow-off Assemblies	2	ea	1200.00	2,400
				Sub-Total	47,720
Street Improvements					
11.	A.C. Paving	354	tns	100.00	35,400
12.	Aggregate Base (Class 2)	362	cy	70.00	25,340
13.	Roadway Subgrade Preparation	453	cy	25.00	11,325
14.	Concrete Parking	6,128	sf	9.00	55,152
15.	Concrete Parking Subgrade Preparation	114	cy	25.00	2,850
16.	6" Curb & Gutter	721	lf	25.00	18,025
17.	6" Concrete Curb	1,115	lf	20.00	22,300
18.	Sidewalk (4" thick)	7,976	sf	6.00	47,856
19.	Street Name Signs	1	ea	300.00	300
20.	Street Lights - COB Standard	3	ea	6000.00	18,000
21.	Survey Monument & Encasement	5	ea	750.00	3,750
				Sub-Total	240,298
	Tract 7302 Unit 2 Improvements Required in Support of Unit 4 Recordation				
Storm Drain Improvements					
22.	18" Storm Drain (RGJ-RCP)	621	lf	95.00	58,995
23.	24" Storm Drain (RGJ-RCP)	273	lf	105.00	28,665
24.	Type A Catch Basins	3	ea	5000.00	15,000
25.	Manhole	5	ea	4000.00	20,000
26.	Outlet Structure	1	ea	4000.00	4,000
				Sub-Total	126,660
Sewer Improvements					
27.	6" Sewer Line	223	lf	50.00	11,150
28.	8" Sewer Line	1,912	lf	55.00	105,160
29.	4" Laterals	853	lf	30.00	25,590
30.	Clean-outs, 6"	2	ea	650.00	1,300
31.	Standard Manhole, 6' to 8'	8	ea	2600.00	20,800
				Sub-Total	164,000
Water Improvements					
32.	1" Water Service	27	ea	1100.00	29,700
33.	8" Waterline	1,568	lf	35.00	54,880
34.	8" Gate Valve & Valve Box	4	ea	1560.00	6,240
35.	6" Fire Hydrant Assembly	4	ea	4000.00	16,000
36.	Tie-in to existing line	1	ea	1100.00	1,100
37.	2" Blow-off Assemblies	1	ea	1200.00	1,200
38.	Wharf Hydrant	1	ea	2000.00	2,000
				Sub-Total	111,120

EXHIBIT C

BOND ESTIMATE Date: 7/22/2019

for City of Bakersfield Tracts 7302 Unit 4 Job No: 6811.25

(Including all of Unit 2 & 3 required for Unit 4 Construction) Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit $	Item $
Street Improvements					
39.	A.C. Paving	575	tns	100.00	57,500
40.	Aggregate Base (Class 2)	588	cy	70.00	41,160
41.	Roadway Subgrade Preparation	735	cy	25.00	18,375
42.	Concrete Parking	17,760	sf	9.00	159,840
43.	Concrete Parking Subgrade Preparation	329	cy	25.00	8,225
44.	6" Curb & Gutter	819	lf	25.00	20,475
45.	6" Concrete Curb	2,326	lf	20.00	46,520
46.	Sidewalk (4" thick)	15,583	sf	6.00	93,498
47.	Driveways (6" thick)	156	sf	9.00	1,404
48.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
49.	Street Name Signs	3	ea	300.00	900
50.	Street Lights - COB Standard	5	ea	6000.00	30,000
51.	Survey Monument & Encasement	8	ea	750.00	6,000
52.	Saw Cut	26	lf	3.00	78
				Sub-Total	493,975

Tract 7302 Unit 3 Improvements Required in Support of Unit 4 Recordation

Storm Drain Improvements					
53.	18" Storm Drain (RGJ-RCP)	220	lf	95.00	20,900
54.	Type A Catch Basins	2	ea	5000.00	10,000
55.	Manhole	1	ea	4000.00	4,000
				Sub-Total	34,900
Sewer Improvements					
56.	6" Sewer Line	191	lf	50.00	9,550
57.	8" Sewer Line	1,271	lf	55.00	69,905
58.	4" Laterals	405	lf	30.00	12,150
59.	Clean-outs, 6"	1	ea	650.00	650
60.	Standard Manhole, 6' to 8'	6	ea	2600.00	15,600
				Sub-Total	107,855
Water Improvements					
61.	1" Water Service	11	ea	1100.00	12,100
62.	Landscape Water Service	1	ea	1500.00	1,500
63.	8" Waterline	900	lf	35.00	31,500
64.	8" Gate Valve & Valve Box	4	ea	1560.00	6,240
65.	6" Fire Hydrant Assembly	1	ea	4000.00	4,000
66.	2" Blow-off Assemblies	1	ea	1200.00	1,200
				Sub-Total	56,540
Street Improvements					
67.	A.C. Paving	359	tns	100.00	35,900
68.	Aggregate Base (Class 2)	367	cy	70.00	25,690
69.	Roadway Subgrade Preparation	458	cy	25.00	11,450
70.	Concrete Parking	6,920	sf	9.00	62,280
71.	Concrete Parking Subgrade Preparation	128	cy	25.00	3,200
72.	6" Curb & Gutter	825	lf	25.00	20,625
73.	6" Concrete Curb	954	lf	20.00	19,080
74.	Sidewalk (4" thick)	8,733	sf	6.00	52,398
75.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
76.	Cross Gutters	637	sf	9.00	5,733
77.	Street Name Signs	2	ea	300.00	600
78.	Street Lights - COB Standard	2	ea	6000.00	12,000
79.	Survey Monument & Encasement	2	ea	750.00	1,500
				Sub-Total	260,456

TOTAL IMPROVEMENTS:	1,711,529
20 % Contingency:	342,306
ENFORCEMENT COST	**15,000**
TOTAL IMPROVEMENT BOND:	**2,068,835**
50% LABOR BOND:	**1,034,418**

REGISTERED PROFESSIONAL ENGINEER
GREGG A. BUCKLE
No. 41845
Exp. 3/31/20
CIVIL
STATE OF CALIFORNIA

7/22/19

EXHIBIT C

Bond No. 1164205

Attention: Scott Thayer

Date: July 29, 2019

To Whom It May Concern:

We have left the contract date blank on your bond(s), per your request. It's your responsibility to insert the contract date on the bond(s) and provide us with a copy of the fully dated bond.
ASAP

Your cooperation is greatly appreciated.

Thank You

Surety Dept.

Send an e-mail copy to:
Denise.Raker@WillisTowersWatson.com
with this letter and a copy of the signed bond.

EXHIBIT D

Bond No: 1164205
Premium: $49,652.00
Effective Date: 7/25/2019

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Street Improvement Bonds For Tract 7302 Units 2, 3, and 4. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $2,068,835.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 23, 2019.

PRINCIPAL
Castle & Cooke California, Inc.

By: _____
Its: SVP
By: Laura Whitaker
Its: President

SURETY
Lexon Insurance Company

By: _____
Joshua Sanford
Its: Attorney-in-Fact

seal

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 30, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Connecticut

County of Hartford

On July 23, 2019 (Date) before me, Aimee Perondine, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)
Aimee Perondine

AIMEE PERONDINE
NOTARY PUBLIC - CT 174145
MY COMMISSION EXPIRES MAY 31, 2022

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

POWER OF ATTORNEY

Bond #: 1164205
Principal: Castle & Cooke California, Inc.
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Joshua Sanford** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 23rd Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

Bond No: 1164205

Effective Date: 7/25/2019

City of Bakersfield

LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Street Improvement Bonds For Tract 7302 Units 2, 3, and 4 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 1,034,418.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 23, 2019.

PRINCIPAL
Castle & Cooke California, Inc.
By: _____
Its: SVP
By: _____
Its: President

SURETY
Lexon Insurance Company
By: _____
Joshua Sanford
Its: Attorney-in-Fact

seal

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1944 STATE OF TEXAS

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH STAMBOOLIAN
Commission # 2127735
Notary Public - California
Kern County
My Comm. Expires Oct 20, 2019

Signature _____ **(Seal)**

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of Connecticut

County of Hartford

On July 23, 2019 (Date) before me, Aimee Perondine, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)
Aimee Perondine

AIMEE PERONDINE
NOTARY PUBLIC - CT 174145
MY COMMISSION EXPIRES MAY 31, 2022

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

POWER OF ATTORNEY

Lexon Insurance Company

Bond #: 1164205
Principal: Castle & Cooke California, Inc.
Obilgee: City of Bakersfield

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Joshua Sanford** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 23rd Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Castl-GAUW-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. of Pittsburgh, PA — 19445 **INSURER B :** Allied World Assurance Company (U.S.) Inc. — 19489 **INSURER C :** Various - See Attached **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002381115-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL5425797	10/31/2018	10/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ N/A $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9767352	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 3,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			0310-4072	10/31/2018	10/31/2019	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Various (See Additional Page)	10/31/2018	10/31/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Regents Tract 7302 Unit 4.

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an Additional Insured (except workers compensation) where required by executed written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfiled, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

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AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional WC policies:
POLICY NUMBER (1): WC 031468071 (AOS) New Hampshire Ins. Co.
POLICY NUMBER (2): WC 031468074 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.
POLICY NUMBER (3): WC 031468072 (FL) Illinois National Ins Co
POLICY NUMBER (4): WC 031468073 (CA) American Home Assurance Co

Term: 10/31/2018 to 10/31/2019

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:
WC Statutory Limits
$1,000,000 E.L. Each Accident
$1,000,000 E.L. Disease - Ea Employee
$1,000,000 E.L. Disease - Policy Limit

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EXHIBIT E

ENDORSEMENT

This endorsement, effective 12.01 AM 10/31/2018 forms a part of

policy No GL 5425797 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II- WHO IS AN INSURED is amended to include as an additional insured.

Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy but only with respect to liability arising out of your operations or premises owned by or rented to you

However the insurance provided will not exceed the lesser of

The coverage and/or limits of this policy or

- The coverage and/or limits required by said contract or agreement

Authorized Repesentative or Countersignature (in States Where Applicable)

61712 (12/06)

EXHIBIT E

POLICY NUMBER: GL 5425797

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the follo wing:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

EXHIBIT E

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2018 forms a part of Policy No. WC 031-46-8073

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

EXHIBIT E

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements y.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/25/2019

WARD: Ward 4

SUBJECT: Final Map and Improvement Agreement and Landscape Agreement with Woodside 06N LP. (Developer) for Tract Map 7317, Phase 2 located South of Stockdale Highway and East of Heath Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7317 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. The Developer wishes to record a portion of the tentative tract map (through a final map). The developer has completed the improvement required by the conditions of approval for this phase of the Tract Map. The developer and the City will enter into a Maintenance Agreement, where the developer agrees to maintain the improvements for one year after the recordation of the Acceptance of Work, which requires the final map to be approved.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

The Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements for phase 2 within the time frame and in the manner outlined in the agreement’s terms. A landscape agreement is required whenever the Developer desires to record their final map before the landscaping improvements are in.

ATTACHMENTS:

Description	Type

Final Map	Backup Material
Vicinity Map	Backup Material
Tract 7317 Phase 2 IMP. AGR.	Agreement
Tract 7317 phase 2 L.S. ARG.	Agreement

TRACT 7317
PHASE 2

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 12232 AS PER MAP FILED OCTOBER 3, 2017 IN BOOK 60 OF PARCEL MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
20.02 ACRES GROSS
84 LOTS – 2 LETTERED LOTS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES AND MUNICIPAL UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 84 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 1 THROUGH 6 AND 83 THROUGH 84 TO STOCKDALE RANCH DRIVE AS SHOWN ON SAID MAP, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 6 THROUGH 8, LOTS 19 THROUGH 21, LOTS 42 THROUGH 43, LOTS 54 THROUGH 55 AND LOTS 58 THROUGH 61 TO WEST BELTWAY RESERVATION AND FREEWAY INTERCHANGE RESERVATION AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC SIDEWALKS UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 4–10, 18–24, 40–46, AND 49–67, DESIGNATED AS "2' S.W.E." AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE AN EASEMENT(S) TO THE CITY OF BAKERSFIELD DESIGNATED AS LOT "A" AND LOT "B" FOR LANDSCAPING, SIDEWALK, BLOCK WALL AND P.U.E. PURPOSES AS SHOWN UPON SAID MAP.

WE ALSO HEREBY DEDICATE A 10' WIDE TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF BAKERSFIELD DESIGNATED AS "10' T.W.C." FOR FUTURE BLOCK WALL MODIFICATION AND RECONSTRUCTION PURPOSES AS SHOWN UPON SAID MAP. EASEMENT SHALL TERMINATE UPON COMPLETION OF WESTSIDE PARKWAY AND WEST BELTWAY IMPROVEMENTS.

WE ALSO HEREBY DEDICATE A 2' WIDE EASEMENT TO THE CITY OF BAKERSFIELD DESIGNATED AS "2' W.F.E." FOR BLOCK WALL FOOTING PURPOSES AS SHOWN UPON SAID MAP.

WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

_____
CHRIS WILLIAMS, VICE–PRESIDENT DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF KERN } SS.

ON _____ , _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF KERN.
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

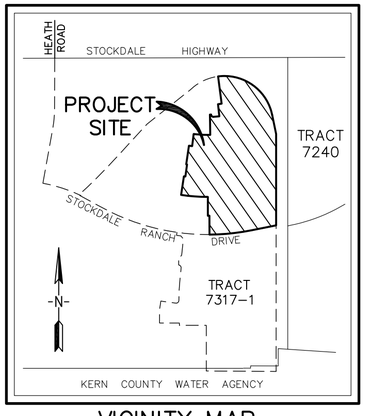
CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7317, PHASE 2 IS APPROVED, THAT ALL EASEMENTS, RESERVATIONS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON DEDICATED BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THOSE EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING INTERESTS.

NAME	INTEREST
CITY OF BAKERSFIELD	EASEMENT HOLDER PER: 90' WIDE STREET RIGHT–OF–WAY DEDICATION TO C.O.B. PER P.M. NO. 12062–1 RECORDED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R. 10' WIDE SIDEWALK, LANDSCAPING AND PUBLIC UTILITIES EASEMENT PER P.M. NO. 12232 RECORDED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
VINTAGE PRODUCTION CALIFORNIA, LLC & VINTAGE PETROLEUM, LLC	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITHOUT RIGHTS OF SURFACE ACCESS PER DOCUMENT RECORDED JANUARY 26, 2012 AS DOCUMENT No. 0212010380, O.R.

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

_____
CITY CLERK AND EX–OFFICIO OF THE COUNCIL OF THE CITY OF BAKERSFIELD



VICINITY MAP
NO SCALE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP ON JULY 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

REGISTERED PROFESSIONAL ENGINEER – FRED W. PORTER – RCE 33448 – CIVIL – STATE OF CALIFORNIA

_____
FRED W. PORTER, RCE 33448 DATE

IN ACCORDANCE WITH SECTION 16.44.030 OF THE CITY MUNICIPAL CODE, THE BUILDING DIRECTOR SHALL NOT APPROVE ANY BUILDING PERMIT ON ANY LOT WITHIN THIS TRACT UNTIL A FINAL SOILS REPORT AND FINAL GRADING REPORT HAVE BEEN SUBMITTED TO HIM AND APPROVED BY HIM.

A PRELIMINARY SOILS REPORT DATED AUGUST 24, 2016 HAS BEEN PREPARED BY SOILS ENGINEERING, INC., UNDER THE SIGNATURE OF TONY M. FRANGIE, R.C.E. NO. 39549, AND IS ON FILE IN THE OFFICE OF THE CITY BUILDING DIRECTOR.

CITY SURVEYOR'S STATEMENT

I JIM MATERN SCHROETER HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR – JIM MATERN SCHROETER – 7851 – STATE OF CALIFORNIA

_____
JIM MATERN SCHROETER, L.S. 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HAVE EXAMINED THIS MAP AND STATE THAT THE SUBDIVISION SHOWN HEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER – NICOLAS FIDLER – C 61069 – CIVIL – STATE OF CALIFORNIA

_____
NICOLAS FIDLER C 61069 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JUNE 1, 2017, AND AND ANY EXTENSIONS GRANTED THERETO. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

_____
KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

RECORDER'S STATEMENT

FILED IN BOOK _____OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____DAY OF_____, 201__ AT _____ _____M., AT THE REQUEST OF FRED W. PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1 [C1]	2000.00'	380.29'	10°53'41"	190.72'
C2 [C2]	440.00'	658.76'	85°46'58"	408.75
C3 [C3]	2000.00'	172.64'	4°56'44"	86.37'
C4 [C4]	2000.00'	207.66'	5°56'56"	103.92'
C5	1800.00'	169.18'	5°23'07"	84.65'
C6	1800.00'	186.89'	5°56'56"	93.53'
C7	1520.00'	251.34'	9°28'27"	125.96'
C8	1520.00'	157.82'	5°56'56"	78.98'
C9	1520.00'	113.15'	4°15'54"	56.60'
C10	1240.00'	87.88'	4°03'39"	43.96'
C11	1240.00'	291.78'	13°28'56"	146.57'
C12	1240.00'	42.01'	1°56'28"	21.01'
C13	1060.00'	83.29'	4°30'07"	41.67'
C14	964.00'	139.75'	8°18'22"	70.00'
C15	964.00'	32.66'	1°56'28"	16.33'
C16	1830.00'	117.59'	3°40'54"	58.81'
C17	1770.00'	115.78'	3°44'53"	57.91'
C18	20.00'	31.99'	91°38'14"	20.58'
C19	20.00'	30.82'	88°17'47"	19.41'
C20	1770.00'	133.20'	4°18'42"	66.63'
C21	1830.00'	135.59'	4°14'43"	67.83'
C22	25.00'	18.69'	42°50'00"	9.81'
C23	50.00'	231.84'	265°40'01"	53.93'
C24	1550.00'	322.31'	11°54'52"	161.74'
C25	20.00'	30.78'	88°10'30"	19.37'
C26	1550.00'	111.56'	4°07'26"	55.81'
C27	25.00'	18.94'	43°23'51"	9.95'
C28	50.00'	231.83'	265°39'39"	53.94'
C29	25.00'	18.44'	42°15'47"	9.66'
C30	1490.00'	350.40'	13°28'26"	176.01'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C31	20.00'	32.10'	91°56'57"	20.69'
C32	1490.00'	60.22'	2°18'57"	30.12'
C33	1270.00'	40.77'	1°50'22"	20.39'
C34	20.00'	30.64'	87°46'43"	19.24'
C35	1270.00'	292.63'	13°12'07"	146.96'
C36	1030.00'	30.04'	1°40'16"	15.02'
C37	25.00'	19.32'	44°16'04"	10.17'
C38	50.00'	231.81'	265°37'52"	53.97'
C39	25.00'	18.11'	41°30'24"	9.47'
C40	1090.00'	34.52'	1°48'52"	17.26'
C41	20.00'	32.09'	91°56'28"	20.69'
C42	20.00'	32.26'	92°24'29"	20.86'
C43	1210.00'	319.62'	15°08'05"	160.75'
C44	990.00'	94.49'	5°28'07"	47.28'
C45	20.00'	30.43'	87°09'45"	19.03'
C46	20.00'	30.74'	88°03'32"	19.33'
C47	25.00'	20.58'	47°09'23"	10.91'
C48	50.00'	239.38'	274°18'46"	46.37'
C49	20.00'	31.42'	90°00'00"	20.00'
C50	20.00'	31.42'	90°00'00"	20.00'
C51	938.00'	136.65'	8°20'50"	68.45'
C52	20.00'	32.42'	92°52'20"	21.03'
C53	25.00'	15.52'	35°34'38"	8.02'
C54	50.00'	237.75'	272°26'18"	47.92'
C55	25.00'	24.81'	56°51'41"	13.53'
C56	1945.00'	62.69'	1°50'48"	31.35'
C57	1945.00'	47.08'	1°23'13"	23.54'
C58	1945.00'	42.85'	1°15'45"	21.43'
C59	1945.00'	58.46'	1°43'19"	29.23'
C60	1945.00'	42.51'	1°15'08"	21.26'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C61	1830.00'	58.98'	1°50'48"	29.49'
C62	1830.00'	44.57'	1°23'44"	22.29'
C63	1830.00'	40.59'	1°16'15"	20.30'
C64	1830.00'	55.00'	1°43'19"	27.50'
C65	1830.00'	40.00'	1°15'08"	20.00'
C66	50.00'	6.24'	7°09'10"	3.13'
C67	50.00'	48.70'	55°48'02"	26.47'
C68	50.00'	36.16'	41°25'58"	18.91'
C69	50.00'	36.38'	41°41'07"	19.04'
C70	50.00'	39.07'	44°46'26"	20.60'
C71	50.00'	39.53'	45°18'00"	20.86'
C72	50.00'	25.76'	29°31'17"	13.17'
C73	1770.00'	29.16'	0°56'38"	14.58'
C74	1770.00'	58.65'	1°53'54"	29.33'
C75	1770.00'	45.39'	1°28'10"	22.70'
C76	1770.00'	51.26'	1°39'34"	25.63'
C77	1770.00'	64.52'	2°05'19"	32.26'
C78	1550.00'	56.50'	2°05'19"	28.25'
C79	1550.00'	39.81'	1°28'18"	19.91'
C80	1550.00'	40.63'	1°30'07"	20.32'
C81	1550.00'	55.00'	2°01'59"	27.50'
C82	1550.00'	15.92'	0°35'19"	7.96'
C83	50.00'	37.19'	42°36'40"	19.50'
C84	50.00'	38.14'	43°42'01"	20.05'
C85	50.00'	38.12'	43°41'02"	20.04'
C86	50.00'	38.71'	44°21'32"	20.38'
C87	50.00'	34.58'	39°37'45"	18.02'
C88	50.00'	45.10'	51°40'39"	24.21'
C89	1490.00'	6.96'	0°16'04"	3.48'
C90	1490.00'	59.39'	2°17'01"	29.70'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C91	1490.00'	46.49'	1°47'16"	23.25'
C92	1490.00'	46.49'	1°47'16"	23.25'
C93	938.00'	53.95'	3°17'43"	26.98'
C94	1270.00'	40.77'	1°50'22"	20.39'
C95	1270.00'	55.00'	2°28'53"	27.51'
C96	1270.00'	31.84'	1°26'11"	15.92'
C97	1030.00'	7.23'	0°24'08"	3.61'
C98	1030.00'	22.81'	1°16'08"	11.41'
C99	50.00'	23.68'	27°08'08"	12.07'
C100	50.00'	44.29'	50°44'56"	23.71'
C101	50.00'	42.73'	48°58'02"	22.77'
C102	50.00'	36.56'	41°53'31"	19.14'
C103	50.00'	36.94'	42°19'28"	19.36'
C104	50.00'	47.61'	54°33'46"	25.79'
C105	25.00'	16.59'	38°00'56"	8.61'
C106	25.00'	1.52'	3°29'28"	0.76'
C107	1210.00'	48.16'	2°16'49"	24.08'
C108	1210.00'	60.51'	2°51'54"	30.26'
C109	990.00'	54.51'	3°09'16"	27.26'
C110	990.00'	39.98'	2°18'51"	19.99'
C111	50.00'	11.27'	12°54'47"	5.66'
C112	50.00'	108.42'	124°14'36"	94.52'
C113	50.00'	119.69'	137°09'23"	127.44'
C114	25.00'	19.95'	45°42'44"	10.54'
C115	938.00'	20.35'	1°14'34"	10.17'
C116	938.00'	62.36'	3°48'33"	31.19'
C117	50.00'	4.54'	5°12'13"	2.27'
C118	50.00'	48.71'	55°49'14"	26.49'
C119	50.00'	35.37'	40°31'59"	18.46'
C120	50.00'	36.98'	42°22'28"	19.38'

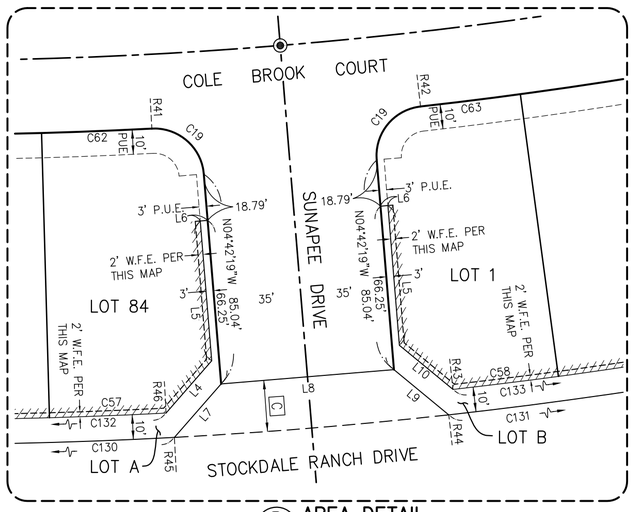
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C121	50.00'	38.10'	43°39'48"	20.03'
C122	50.00'	50.92'	58°21'19"	27.92'
C123	50.00'	23.12'	26°29'17"	11.77'
C124	440.00'	71.64'	9°19'41"	35.90'
C125	440.00'	152.37'	19°50'28"	76.96'
C126	440.00'	120.16'	15°38'49"	60.46'
C127	440.00'	121.58'	15°49'54"	61.18'
C128	440.00'	142.30'	18°31'48"	71.78'
C129	440.00'	50.73'	6°36'21"	25.39'
C130	1955.00'	113.18'	3°19'01"	56.60'
C131	1955.00'	147.41'	4°19'12"	73.74'
C132	1945.00'	109.77'	3°14'01"	54.90'
C133	1945.00'	143.82'	4°14'12"	71.95'
C134	1800.00'	356.07'	11°20'03"	178.62'
C135	1520.00'	522.31'	19°41'18"	263.76'
C136	1240.00'	421.67'	19°29'02"	212.89'
C137	964.00'	172.41'	10°14'50"	86.43'
C138	25.00'	0.63'	01°26'39"	0.32'
C139	780.00'	28.06'	02°03'41"	14.03'
C140	1830.00'	14.04'	00°26'22"	7.02'
C141	1490.00'	13.73'	00°31'41"	6.87'
C142	1210.00'	29.44'	01°23'39"	14.72'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79°20'45"E	10.52'
L2	S79°20'45"W	37.86'
L3	S82°29'35"W	55.03'
L4	N41°06'33"E	28.05'
L5	N04°42'19"W	56.61'
L6	N85°17'41"E	3.00'
L7	S41°06'33"W	28.68'
L8	S85°17'41"W	70.00'
L9	S50°31'11"E	28.68'
L10	S50°31'11"E	28.05'
L11	S79°20'45"W	10.00'
L12	S82°29'35"W	22.14'

RADIAL TABLE	
RADIAL	BEARING
R1 [R1]	S06°50'43"E
R2	N02°28'54"E
R3	S22°19'23"W
R4	N37°58'12"E
R5	S53°48'06"W
R6	S72°19'54"W
R7 [R7]	N78°56'15"E
R8	N70°16'51"W
R9	N65°04'37"W
R10	N22°29'04"E
R11	S48°58'21"W
R12	N57°48'38"W
R13	N12°05'54"W
R14	S36°30'08"W
R15	N05°52'32"W
R16	S02°18'25"E

RADIAL TABLE	
RADIAL	BEARING
R17	S89°26'05"E
R18	N12°19'51"W
R19	S50°20'47"E
R20	N04°12'59"E
R21	S08°50'23"E
R22	N35°17'05"E
R23	S08°08'56"W
R24	S08°58'59"E
R25	N06°18'18"W
R26	S02°32'52"W
R27	N06°59'25"E
R28	N06°43'06"E
R29	N02°49'11"E
R30	S02°52'49"E
R31	S06°31'49"E
R32	S52°55'02"E

RADIAL TABLE	
RADIAL	BEARING
R33	N32°44'36"E
R34	S09°52'03"E
R35	N23°57'58"W
R36	S53°29'15"E
R37	N32°10'45"E
R38	S25°01'35"W
R39	N06°20'33"W
R40	N03°04'05"W
R41	S03°00'06"E
R42	S06°24'32"E
R43	N06°25'03"W
R44	S06°20'03"E
R45	S03°04'35"E
R46	N02°59'35"W
R47	S06°09'08"E
R48	S08°35'34"E
R49	N23°35'21"E



B/2 AREA DETAIL
SCALE: 1"= 40'

TRACT 7317
PHASE 2

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 12232 AS PER MAP FILED OCTOBER 3, 2017 IN BOOK 60 OF PARCEL MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
20.02 ACRES GROSS
84 LOTS – 2 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER, RCE 33448 DATE

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ⊠ FD. 6" CONC. MON. WITH B.C. MARKED "RCE 33448", PER TRACT 7240–3, FILED JANUARY 31, 2017 IN MAP BK. 62, PG. 15 O.R.
- ○ FD. 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" PER P.M. NO. 12062–1 FILED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R.
- ⊡ FD. 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ⊕ FD. REBAR WITH PLASTIC CAP MARKED "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R. REPLACED WITH 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448"
- ◉ SET 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" IN MONUMENT ENCASEMENT
- △ SET REBAR AND CAP MKD. "RCE 33448"
- [ ] RECORD DATA PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ⊛ SET REBAR AND CAP MKD. "RCE 33448" FOR WITNESS CORNERS 5' FROM PROPERTY LINE ALONG PROJECTION OF SIDE OR REAR LOT LINES.
- [A] EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 2)
- SEE CURVE, LINE AND RADIAL TABLES ON SHEET 2
- ━━ BOLD BORDER
- ////// WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS

O.R.=	OFFICIAL RECORDS	BK./PG.=	BOOK/PAGE	FD.=	FOUND
C.O.B.=	CITY OF BAKERSFIELD	P.M.=	PARCEL MAP	L.H.=	LAMPHOLE
CONC.=	CONCRETE	RAD.=	RADIAL	S.W.E.=	SIDEWALK EASEMENT
I.P.=	IRON PIPE	DOC.=	DOCUMENT	W.F.E.=	WALL FOOTING EASEMENT

T.W.C.= TEMPORARY WALL CONSTRUCTION–MODIFICATION EASEMENT

BASIS OF BEARINGS

THE BEARING OF N 00°35'45" E, AS SHOWN FOR THE EAST LINE OF PARCEL 1 OF P.M. 12232 PER MAP FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

EASEMENT DESCRIPTION TABLE:

- [A] 90' WIDE STREET RIGHT–OF–WAY DEDICATION TO C.O.B. PER P.M. NO. 12062–1 FILED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R.
- [B] 10' WIDE SIDEWALK, LANDSCAPING AND PUBLIC UTILITIES EASEMENT PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- [C] ADDITIONAL RIGHT OF WAY DEDICATION PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.

EASEMENT ABANDONMENT:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED DECEMBER 12, 2017 AS DOCUMENT NO. 217169509 O.R.

RECORDER'S STATEMENT

FILED IN BOOK _____OF MAPS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____DAY OF_____, 201__ AT _____ _____M., AT THE REQUEST OF FRED W. PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

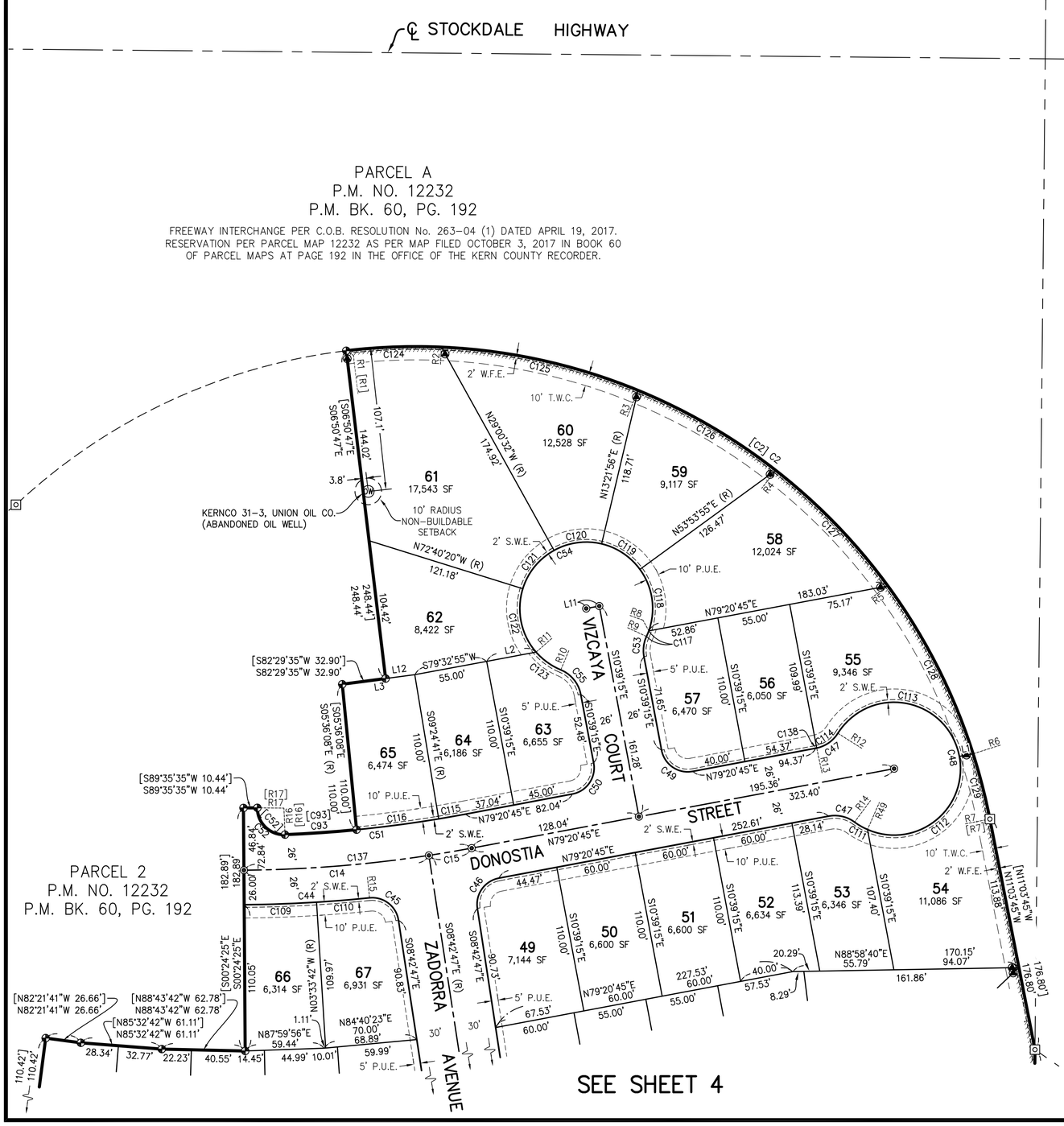
BY: _____
DEPUTY RECORDER

TRACT 7317
PHASE 2

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 12232 AS PER MAP FILED OCTOBER 3, 2017 IN BOOK 60 OF PARCEL MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
20.02 ACRES GROSS
84 LOTS – 2 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER, RCE 33448 DATE



N

SCALE: 1"=60'
0 30 60 120

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ■ FD. 6" CONC. MON. WITH B.C. MARKED "RCE 33448", PER TRACT 7240-3, FILED JANUARY 31, 2017 IN MAP BK. 62, PG. 15 O.R.
- ○ FD. 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" PER P.M. NO. 12062-1 FILED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R.
- ◎ FD. 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ◔ FD. REBAR WITH PLASTIC CAP MARKED "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R. REPLACED WITH 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448"
- ◉ SET 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" IN MONUMENT ENCASEMENT
- △ SET REBAR AND CAP MKD. "RCE 33448"
- [ ] RECORD DATA PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ▲ SET REBAR AND CAP MKD. "RCE 33448" FOR WITNESS CORNERS 5' FROM PROPERTY LINE ALONG PROJECTION OF SIDE OR REAR LOT LINES.
- [A] EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 2) SEE CURVE, LINE AND RADIAL TABLES ON SHEET 2
- BOLD BORDER
- ////// WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS

O.R.=	OFFICIAL RECORDS	BK./PG.=	BOOK/PAGE	FD.=	FOUND
C.O.B.=	CITY OF BAKERSFIELD	P.M.=	PARCEL MAP	L.H.=	LAMPHOLE
CONC.=	CONCRETE	RAD.=	RADIAL	S.W.E.=	SIDEWALK EASEMENT
I.P.=	IRON PIPE	DOC.=	DOCUMENT	W.F.E.=	WALL FOOTING EASEMENT
T.W.C.=	TEMPORARY WALL CONSTRUCTION-MODIFICATION EASEMENT				

SEC.= SECTION
COR.= CORNER

BASIS OF BEARINGS

THE BEARING OF N 00°35'45" E, AS SHOWN FOR THE EAST LINE OF PARCEL 1 OF P.M. 12232 PER MAP FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

[C] ADDITIONAL RIGHT OF WAY DEDICATION PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.

EASEMENT ABANDONMENT:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED DECEMBER 12, 2017 AS DOCUMENT NO. 217169509 O.R.

RECORDER'S STATEMENT

FILED IN BOOK _____OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____DAY OF_____, 201__ AT _____ ____M., AT THE REQUEST OF FRED W. PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 7317
PHASE 2

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 12232 AS PER MAP FILED OCTOBER 3, 2017 IN BOOK 60 OF PARCEL MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
20.02 ACRES GROSS
84 LOTS – 2 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER, RCE 33448 DATE

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ⊠ FD. 6" CONC. MON. WITH B.C. MARKED "RCE 33448", PER TRACT 7240–3, FILED JANUARY 31, 2017 IN MAP BK. 62, PG. 15 O.R.
- ○ FD. 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" PER P.M. NO. 12062–1 FILED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R.
- ⊡ FD. 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ◔ FD. REBAR WITH PLASTIC CAP MARKED "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R. REPLACED WITH 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448"
- ◉ SET 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" IN MONUMENT ENCASEMENT
- △ SET REBAR AND CAP MKD. "RCE 33448"
- [ ] RECORD DATA PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ◬ SET REBAR AND CAP MKD. "RCE 33448" FOR WITNESS CORNERS 5' FROM PROPERTY LINE ALONG PROJECTION OF SIDE OR REAR LOT LINES.
- [A] EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 2)
- SEE CURVE, LINE AND RADIAL TABLES ON SHEET 2
- BOLD BORDER
- ////// WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS

O.R.= OFFICIAL RECORDS
C.O.B.= CITY OF BAKERSFIELD
CONC.= CONCRETE
I.P.= IRON PIPE
BK./PG.= BOOK/PAGE
P.M.= PARCEL MAP
RAD.= RADIAL
DOC.= DOCUMENT
FD.= FOUND
L.H.= LAMPHOLE
SEC.= SECTION
COR.= CORNER
S.W.E.= SIDEWALK EASEMENT
W.F.E.= WALL FOOTING EASEMENT
T.W.C.= TEMPORARY WALL CONSTRUCTION–MODIFICATION EASEMENT

BASIS OF BEARINGS

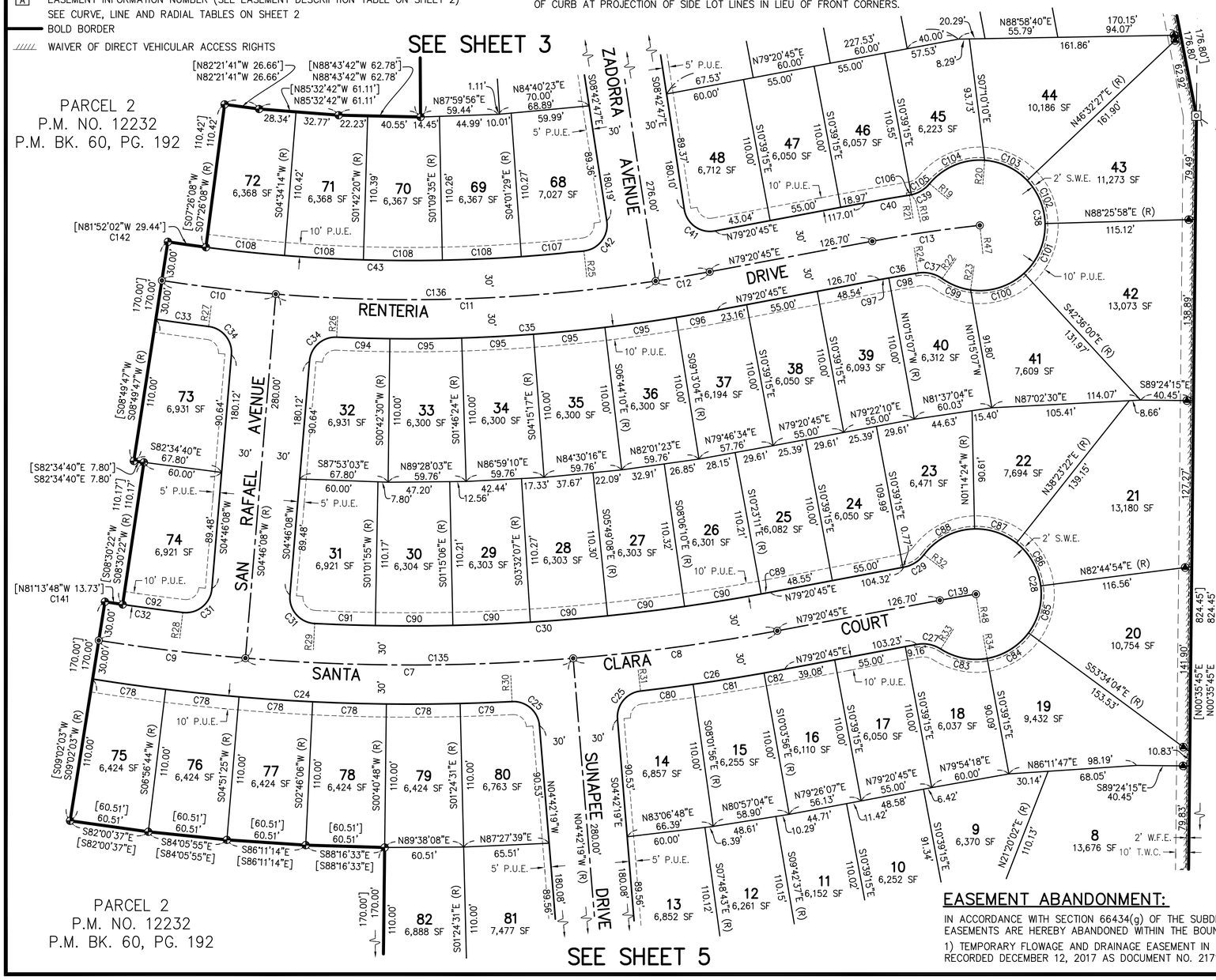
THE BEARING OF N 00°35'45" E, AS SHOWN FOR THE EAST LINE OF PARCEL 1 OF P.M. 12232 PER MAP FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.



SPECIFIC PLAN LINE FOR THE WEST BELTWAY ALIGNMENT PER C.O.B. RESOLUTION No. 043–04 & 044–04 DATED FEBRUARY 25, 2004. RESERVATION PER PARCEL MAP 12062–1 AS PER MAP FILED IN BOOK 60 OF PARCEL MAPS AT PAGE 78 IN THE OFFICE OF THE KERN COUNTY RECORDER.

EASEMENT ABANDONMENT:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED DECEMBER 12, 2017 AS DOCUMENT NO. 217169509 O.R.

RECORDER'S STATEMENT

FILED IN BOOK _____OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____DAY OF_____, 201__ AT _____ ____M., AT THE REQUEST OF FRED W. PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 7317
PHASE 2

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 12232 AS PER MAP FILED OCTOBER 3, 2017 IN BOOK 60 OF PARCEL MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
20.02 ACRES GROSS
84 LOTS – 2 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER, RCE 33448 DATE

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ⊠ FD. 6" CONC. MON. WITH B.C. MARKED "RCE 33448", PER TRACT 7240–3, FILED JANUARY 31, 2017 IN MAP BK. 62, PG. 15 O.R.
- ○ FD. 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" PER P.M. NO. 12062–1 FILED FEBRUARY 22, 2016 IN P.M. BK. 60, PG. 76, O.R.
- ⊡ FD. 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ⊕ FD. REBAR WITH PLASTIC CAP MARKED "RCE 33448" PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R. REPLACED WITH 2" I.P. WITH PLASTIC CAP MKD. "RCE 33448"
- ◉ SET 6" CONC. MONUMENT w/BRASS CAP MKD. "RCE 33448" IN MONUMENT ENCASEMENT
- △ SET REBAR AND CAP MKD. "RCE 33448"
- [ ] RECORD DATA PER P.M. NO. 12232 FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192 O.R.
- ◭ SET REBAR AND CAP MKD. "RCE 33448" FOR WITNESS CORNERS 5' FROM PROPERTY LINE ALONG PROJECTION OF SIDE OR REAR LOT LINES.
- [A] EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 2)
- SEE CURVE, LINE AND RADIAL TABLES ON SHEET 2
- BOLD BORDER
- ////// WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS

O.R.=	OFFICIAL RECORDS	BK./PG.=	BOOK/PAGE	FD.= FOUND SEC.= SECTION
C.O.B.=	CITY OF BAKERSFIELD	P.M.=	PARCEL MAP	L.H.= LAMPHOLE COR.= CORNER
CONC.=	CONCRETE	RAD.=	RADIAL	S.W.E.= SIDEWALK EASEMENT
I.P.=	IRON PIPE	DOC.=	DOCUMENT	W.F.E.= WALL FOOTING EASEMENT

T.W.C.= TEMPORARY WALL CONSTRUCTION–MODIFICATION EASEMENT

BASIS OF BEARINGS

THE BEARING OF N 00°35'45" E, AS SHOWN FOR THE EAST LINE OF PARCEL 1 OF P.M. 12232 PER MAP FILED OCTOBER 3, 2017 IN P.M. BK. 60, PG. 192, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

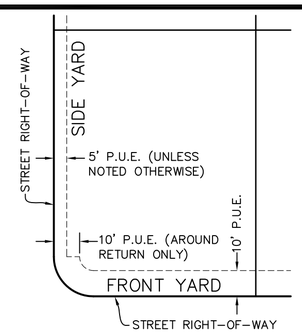
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

EASEMENT ABANDONMENT:

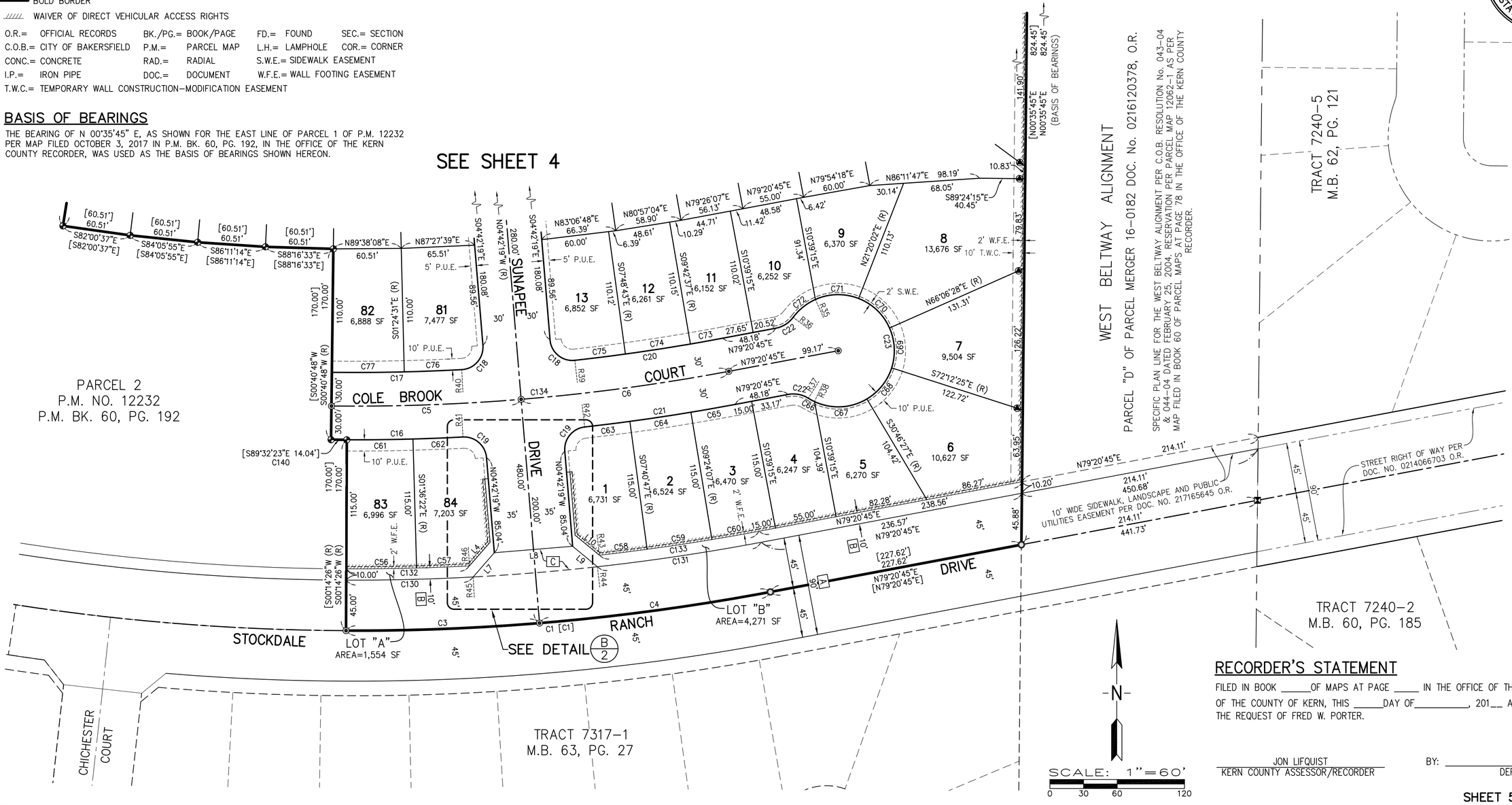
IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED DECEMBER 12, 2017 AS DOCUMENT NO. 217169509 O.R.



TYPICAL PUBLIC UTILITIES EASEMENT DETAIL
NOT TO SCALE

SEE SHEET 4



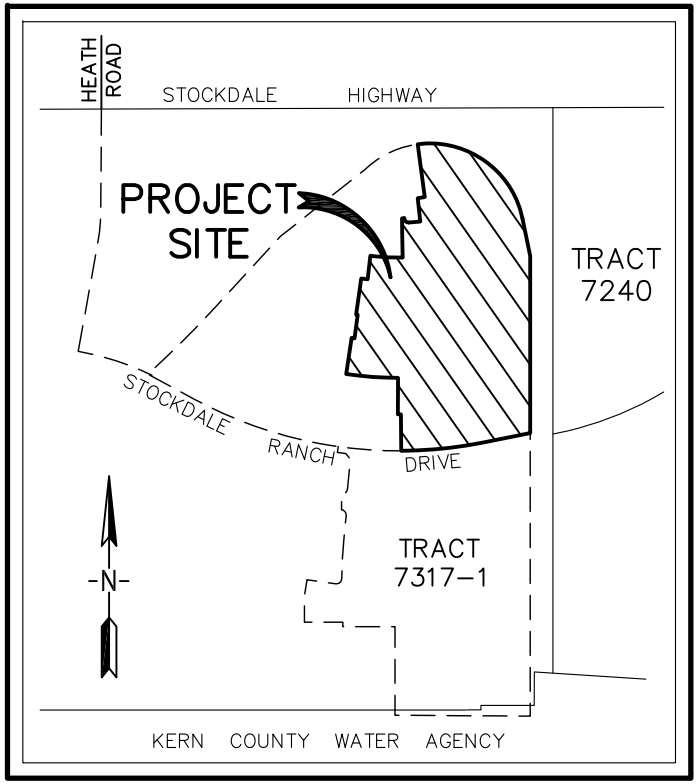
SCALE: 1"=60'
0 30 60 120

RECORDER'S STATEMENT

FILED IN BOOK _____OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____DAY OF_____, 201__ AT _____ ____M., AT THE REQUEST OF FRED W. PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER



VICINITY MAP

NO SCALE

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7317 PHASE 2

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and __Woodside 06N,LP, a California Limited Partnership, authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7317 Phase 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on June 1, 2017, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if

applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.

4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.

4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D.**

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. **DEFAULT; REMEDIES.**

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY**. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY**.

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
Woodside 06N, LP
9 River Park Place East, Suite 430
Fresno, CA 93720
Telephone: 559 437-5007
Email: matts@woodsidehomes.com

Surety:
D.L.D. Insurance Broker, Inc.
Attn: _____
_____
_____
Telephone: 949 221-1788
Email: info@didins.com
License No.: OD25325
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 26-3036685
Developer is a corporation? Yes _____ No X .
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

Woodside 06N, LP

By: _____

Print Name: Chris Williams
By WDS GP, Inc., a California Corporation.
It's General Partner
Title: Vice-President

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public – California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

BOND ESTIMATE
for City of Bakersfield

TRACT NO. 7317 Phase 2

Date: 7/16/2019
Job No: 3026
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remaining
Grading							
1.	Excavation (under 10,000 c.y.)	4,945	cy	$25.00	$123,625	100%	
						Subtotal	
Storm Drain Improvements							
2.	18" Storm Drain	447	lf	$95.00	$42,465	100%	
3.	24" Storm Drain	94	lf	$130.00	$12,220	100%	
4.	Type A Catch Basins	4	ea	$5,000.00	$20,000	90%	$2,000
5.	Manhole	3	ea	$4,000.00	$12,000	80%	$2,400
6.	Outlet Structure	1	ea	$4,000.00	$4,000	100%	
7.	6' Chain-link fence w/curb slats & gates	892	lf	$95.00	$84,740		$84,740
						Subtotal	**$89,140**
Sewer Improvements							
8.	4" Sewer	3,278	lf	$30.00	$98,340	100%	
9.	6" Sewer	1,300	lf	$50.00	$65,000	100%	
10.	8" Sewer	2,129	lf	$55.00	$117,095	100%	
11.	6" Clean Outs	4	ea	$650.00	$2,600	80%	$520
12.	Standard Manhole	12	ea	$2,600.00	$31,200	80%	$6,240
						Subtotal	**$6,760**
Street Improvements							
	Local Streets						
13.	A.C. Paving (0.2)	2002	tns	$75.00	$150,150		$150,150
14.	Aggregate Base (0.4)	1978	cy	$70.00	$138,460	50%	$69,230
	Other						
15.	6" Curb & Gutter	6,752	lf	$25.00	$168,800	90%	$16,880
16.	Sidewalk	32,283	sf	$6.00	$193,698		$193,698
17.	Driveway	16,128	sf	$9.00	$145,152		$145,152
18.	Cross Gutters	3317	sf	$9.00	$29,853	100%	
19.	Standard Street Signs	14	ea	$300.00	$4,200		$4,200
20.	Stop Signs	1	ea	$300.00	$300		$300
21.	Street Lights - Mast Arm 5800 Lumen	11	ea	$6,000.00	$66,000		$66,000
22.	Monument Encasement & Conc. Monument	19	ea	$750.00	$14,250		$14,250
23.	Median Curb	131	lf	$17.55	$2,299		$2,299
24.	Wheel Chair Ramps	17	ea	$2,500.00	$42,500		$42,500
25.	Traffic Signs	6	ea	$300.00	$1,800		$1,800
26.	Saw Cut	46	lf	$3.00	$138		$138
						Subtotal	**$706,597**
Water Improvements							
27.	1" Water Service	83	ea	$1,100.00	$91,300	100%	
28.	1" Landscape Service	1	ea	$1,100.00	$1,100	100%	
29.	8" P.C.V. Water Main	3,654	lf	$35.00	$127,890	100%	
30.	8" Gate Valves	15	ea	$1,050.00	$15,750	100%	
31.	Blow Off Assembly (Permanent)	5	lf	$2,000.00	$10,000	100%	
32.	Blow Off Assembly (Temporary)	4	ea	$1,200.00	$4,800	100%	
33.	Fire-Hydrant Assembly	6	ea	$4,000.00	$24,000	100%	
34.	1 1/2" Water Service	1	ea	$1,125.00	$1,125	100%	
35.	Tie-In to Existing Main	1	ea	$1,100.00	$1,100	100%	
						Subtotal	

EXHIBIT C

BOND ESTIMATE
for City of Bakersfield

TRACT NO. 7317 Phase 2

Date: 7/16/2019
Job No: 3026
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remaining
Miscellaneous							
36.	Public Block Wall - 6'	2,485	lf	$130.00	$323,050	70%	$96,915
						Subtotal	**$96,915**
	TOTAL IMPROVEMENTS				**$2,171,000**		**$899,412**
	20 % CONTINGENCY				**$434,200**		**$179,882**
	TOTAL				**$2,605,200**		**$1,079,294**
	ENFORCEMENT 15% OR $15,000 MAX (IF BOND)						**$15,000**

Faithful Performance Bond Amount **$1,310,100**
Labor & Materials Bond Amount **$1,310,100**

The Minimum Amount for a Letter of Credit or Cash is **$1,302,600**

10% Warranty Bond Amount **$262,020**
10% Warranty Letter of Credit or Cash Amount **$260,520**

NOTES: 1. This is a Bond Estimate only and not to be used for pay or any other purpose.

Prepared by **Porter & Associates, Inc.**
1200 - 21st Street
Bakersfield, CA 93301

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER II
RCE 74059
CIVIL
STATE OF CALIFORNIA

7/16/19

EXHIBIT C

Premium: $6,813.00

Bond No: LICX1184112

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Woodside 06N, LP ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Graham Grove Tract No. 7317 Phase 2 Improvements. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $1,310,100.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 19, 2019.

PRINCIPAL
Woodside 06N, LP
By WDS GP, Inc., A California Corporation its General Partner
By: _____
Its: Chris Williams, Vice President

SURETY
Lexon Insurance Company
By: _____
Kelly A. Gardner
Its: Attorney-in-Fact

seal

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1934 STATE OF TEXAS

EXHIBIT D

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public – California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

EXHIBIT D

POWER OF ATTORNEY

Bond #: LICX1184112
Principal: Woodside 06N, LP
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Kelly A. Gardner** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 19th Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of IL

County of DuPage

On July 19, 2019 (Date) before me, Tariese M. Pisciotto, Notary Public (Name and Title of Notary)

personally appeared Kelly A. Gardner (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/26/22

Witness my hand and official seal.

Signature _____ (Notary Public Signature)
Tariese M. Pisciotto

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

Bond No: LICX1184112

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Woodside 06N, LP ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Graham Grove Tract No. 7317 Phase 2 Improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 1,310,100.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 19, 2019.

PRINCIPAL
Woodside 06N, LP
By WDS GP Inc A California Corporation Its General Partner
By: _____
Its: Chris Williams, Vice President

SURETY
Lexon Insurance Company
By: _____
Kelly A. Gardner
Its: Attorney-in-Fact

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1974 STATE OF TEXAS

seal

EXHIBIT D

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public – California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

EXHIBIT D

POWER OF ATTORNEY

Bond #: LICX1184112
Principal: Woodside 06N, LP
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Kelly A. Gardner** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 19th Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of IL

County of DuPage

On July 19, 2019 (Date) before me, Tariese M. Pisciotto, Notary Public (Name and Title of Notary)

personally appeared Kelly A. Gardner (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)
Tariese M. Pisciotto

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/26/22

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

WOODGRO-01 MSANDUCCI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D25325 D.L.D. Insurance Brokers, Inc. 17712 Mitchell North Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No, Ext): (949) 221-1788 FAX (A/C, No): (949) 221-1799 E-MAIL ADDRESS: info@dldins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual	23043
INSURED Woodside 06N, LP dba Woodside Homes of Fresno, LP Woodside Homes Company, LLC et al 9 River Park Place East #430 Fresno, CA 93720	INSURER B : Vantropro Speciality Company	
	INSURER C : Ironshore Indemnity	23647
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			595XR4629015	04/01/2015	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ $ $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			5087049500	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			002347500	04/01/2015	04/01/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Operations. This certificate does not amend, extend, or alter the coverage afforded by the policy.

RE: Operations of the insured.
The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are named as additional insureds per the attached company form.
30 Day written notice will be given in the event of policy cancellation or of any material material changes in the policy language or terms.

CERTIFICATE HOLDER

City of Bakersfield
Risk Management Division
1600 Truxtun Ave.
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E

POLICY NUMBER 595XR4629015 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES or CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Bakersfield
Public Works Department
1501 Truxton Avenue
Bakersfield, CA 93301-

City of Bakersfield, mayor's council, its employees, agents and volunteers are included as additional insured with respect to General Liability. Waiver of Subrogation in favor of the Certificate Holder is included on the Workers' Compensation policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Service Office, Inc., 1984

WOODGRO-01 HTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D25325 D.L.D. Insurance Brokers, Inc. 17712 Mitchell North Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No, Ext): (949) 221-1788 FAX (A/C, No): (949) 221-1799 E-MAIL ADDRESS: info@dldins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Everest Premier Insurance Co. — 16045
INSURED Woodside 06N, LP, dba Woodside Homes of Fresno, LP 9 River Park Place East #430 Fresno, CA 93720	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CA10001232191	07/01/2019	07/01/2020	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate of insurance issued as evidence of workers' compensation coverage.

CERTIFICATE HOLDER

City of Bakersfield
Public Works Department
1501 Truxtun Avenue
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Thomas

ACORD 25 (2016/03)

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EXHIBIT E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.	

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From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT NO. 7317 PHASE 2

This **LANDSCAPE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **__Woodside 06N, LP a** California limited Partnership ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7317 Phase 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS.** Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on June 1, 2017, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.

2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:

   2.1. Title 16 of the Bakersfield Municipal Code;
   2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
   2.3. Approved plans and specifications;
   2.4. Adopted City standards; and
   2.5. Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.

4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. **Release of Security.** The Security will be released as described in **Exhibit B**.

6. DEFAULT; REMEDIES.

6.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

6.1.7. Developer or owner of the Project transfers ownership of the Project.

6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

6.2.1. Demand that any available surety pay for the completion of the Improvements;

6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and

6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

7. **NO WAIVER OF DEFAULT**. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

8. **NO WAIVER BY CITY**. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

9.1. Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

9.2. Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

9.3. Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

10.1. Types and Limits of Insurance. In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

10.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

10.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

10.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

10.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

10.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

10.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

10.2.5. The insurance required in this section must be maintained until the Performance Security is released.

10.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.

10.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. MISCELLANEOUS.

11.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

11.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
Woodside 06N LP 9
9 River Park Place East Suite
430 Fresno CA.93720
Telephone: 559 437-5007
Email: matts@woodsidehomes.com

SURETY: D.L.D. Insurance Broker, Inc.
Attn: _____
_____
Telephone: 949 221-1788
Email: info@didins.com
License No.: OD25325
Local Contact: _____
Local Telephone: _____

11.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

11.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

11.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

11.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance

of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 26-3036685
Developer is a corporation? Yes _____ No __X__.
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

Woodside06N LP

By: _____

Print Name: **Chris Williams**
By :WDS GP, Inc., a California Corporation, it's General Partner

Title: Vice President

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public – California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION FOR LANDSCAPE AGREEMENT

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by a Recreation and Parks Construction Inspector
		Acceptance Letter from the Recreation and Parks Department
		Other items required by tract conditions:

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City serves Developer with the Developer/Contractor Acceptance Letter; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed

EXHIBIT B

LANDSCAPE BOND ESTIMATE
for City of Bakersfield Tract 7317 Phase 2

Date: 7/16/2019
Job No: 3026
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Cost
Hardscape, Landscape & Irrigation							
1.	Hardscape, Landscape & Irrigation	11,985	sf	5.00	$59,925		$59,925
				Sub-Total	$59,925		$59,925
	TOTAL IMPROVEMENTS:				**$59,925**		**$59,925**
	20% CONTINGENCY				**$11,985**		**$11,985**
	ENFORCEMENT 15% or $15,000 MAX.				**$10,787**		**$10,787**
	TOTAL				**$82,697**		**$82,697**

Faithful Performance **$82,697**

Labor & Materials **$41,348**

If Letter of Credit or Cash **$71,910**

NOTE: This is a Bond Estimate only and not to be used for pay or any other purpose.

Prepared by: **Porter & Associates, Inc.**
1200 21st Street
Bakersfield, CA 93301



EXHIBIT C

File: Tract 7317-2 Landscape Bond Estimate.xls

Premium: $430.00

Bond No: LICX1184113

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Woodside 06N, LP ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Graham Grove Tract No. 7317 Phase 2 Landscaping. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $82,697.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 19, 2019.

PRINCIPAL
Woodside 06N, LP
By: WDS GP, Inc., A California Corporation, Its General Partner

By: _____

Its: Chris Williams, Vice President

SURETY
Lexon Insurance Company

By: Kelly A. Gardner
Kelly A. Gardner

Its: Attorney-in-Fact

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

seal

EXHIBIT D

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public – California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

EXHIBIT D

POWER OF ATTORNEY

Bond #: LICX1184113
Principal: Woodside 06N, LP
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Kelly A. Gardner** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 19th Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of IL

County of DuPage

On July 19, 2019 (Date) before me, Tariese M. Pisciotto, Notary Public (Name and Title of Notary)

personally appeared Kelly A. Gardner (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/26/22

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Tariese M. Pisciotto — Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

Bond No: LICX1184113

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Woodside 06N, LP ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Graham Grove Tract No. 7317 Phase 2 Landscaping ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 41,348.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 19, 2019.

PRINCIPAL
Woodside 06N, LP
By WDS GP Inc. A California Corporation its General Partner
By: _____
Its: Chris Williams, Vice President

SURETY
Lexon Insurance Company
By: _____
Kelly A. Gardner
Its: Attorney-in-Fact

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1994 STATE OF TEXAS

seal

EXHIBIT D

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

State of California)
) ss.
County of Fresno)

On July 22, 2019 before me,
Adrienne Ripley,
Notary Public personally appeared Chris Williams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

ADRIENNE RIPLEY
Notary Public - California
Fresno County
Commission # 2202292
My Comm. Expires Jun 23, 2021

EXHIBIT D

POWER OF ATTORNEY

Bond #: LICX1184113
Principal: Woodside 06N, LP
Obilgee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Kelly A. Gardner** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 19th Day of July, 2019.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of IL

County of DuPage

On July 19, 2019 (Date) before me, Tariese M. Pisciotto, Notary Public (Name and Title of Notary)

personally appeared Kelly A. Gardner (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Notary Public Signature)
Tariese M. Pisciotto

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/26/22

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

EXHIBIT D

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements z.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/26/2019

WARD: Ward 5

SUBJECT: Final Map, Private Improvement Agreement and Landscape Agreement with WPG Bakersfield, LLC (Developer) for Tract 7347, Unit 1 located South of White Lane and West of Windermere Drive.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, “Subdivisions," Tentative Tract Map 7347 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, WPG Bakersfield, LLC wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer’s responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

The Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements within the time frame and in the manner outlined in the agreement’s terms. A landscape agreement is required whenever the Developer desires to record their final map before the landscaping improvements are in.

ATTACHMENTS:

	Description	Type
🗋	Tract 7347 Unit 1 - Private Improvement Agreement	Agreement
🗋	Tract 7347 Unit 1 - Landscape Agreement	Agreement
🗋	Tract 7347 Unit 1 - Final Map	Backup Material
🗋	Tract 7347 Unit 1 - Vicinity Map	Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7347 UNIT 1

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **WPG BAKERSFIELD, LLC**, a California Limited Liability Company authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7347 Unit 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on December 6, 2018, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

2.1. Title 16 of the BMC;

2.2. The Map Act;

2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);

2.4. Adopted City standards; and

2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC").**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.

4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.

4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase[1] covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

[1] For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;

7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and

7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

11.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

12.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD

Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: WPG Bakersfield, LLC
11601 Bolthouse Drive, Suite 220
Bakersfield, CA 93311
Telephone: (661) 809-5759
Email: jmoe@woodbridgepacific.com

Surety: _____
Attn: _____
_____
_____
Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. **Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. **Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. **Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire

agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 83-0540021.
Developer is a corporation? Yes __x__ No _____.
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest

in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

DEVELOPER

WPG BAKERSFIELD, LLC

By: _____
Print Name: STEVEN G CARROLL
Title: V.P. OF CONSTRUCTION

By: _____
Print Name: Jacob Mac
Title: ~~Assistant~~ Project Manager

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Melinda Ameye, Notary Public
(insert name and title of the officer)

personally appeared Steven Gregory Carroll,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELINDA E. AMEYE
COMM. #2247740
Notary Public - California
Kern County
My Comm. Expires June 25, 2022

NRO1 NRO1

Signature Melinda E. Ameye (Seal)

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Melinda Ameye, Notary Public
(insert name and title of the officer)

personally appeared Jacob Ryan Moe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELINDA E. AMEYE
COMM. #2247740
Notary Public · California
Kern County
My Comm. Expires June 25, 2022

NRO1 NRO1

Signature Melinda E. Ameye (Seal)

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	**10%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City records a NOC of the Improvements; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	**18 months** after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield

TRACT NO. 7347 Phase 1

Date: 7/16/2019
Job No: 3060C
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remaining
Grading							
1.	Excavation (under 10,000 c.y.)	7,580	cy	$25.00	$189,500		$189,500
						Subtotal	**$189,500**
Storm Drain Improvements							
2.	18" Storm Drain	233	lf	$95.00	$22,135	100%	
3.	24" Storm Drain	756	lf	$105.00	$79,380	100%	
4.	30" Storm Drain	710	lf	$115.00	$81,650	100%	
5.	Type A Catch Basins	7	ea	$5,000.00	$35,000	90%	$3,500
6.	Manhole	11	ea	$4,000.00	$44,000	90%	$4,400
7.	Outlet Structure	1	ea	$4,000.00	$4,000	100%	
8.	6' Chain-link fence w/curb slats & gates	916	lf	$95.00	$87,020		$87,020
						Subtotal	**$94,920**
Sewer Improvements							
9.	4" Sewer	2,918	lf	$30.00	$87,540	100%	
10.	6" Sewer	561	lf	$50.00	$28,050	100%	
11.	8" Sewer	4,770	lf	$55.00	$262,350	100%	
12.	6" Clean Outs	9	ea	$650.00	$5,850	90%	$585
13.	Standard Manhole	19	ea	$2,600.00	$49,400	90%	$4,940
						Subtotal	**$5,525**
Street Improvements							
	Major Streets (White Lane)						
14.	A.C. Paving (0.45)	662	tns	$75.00	$49,650		$49,650
15.	Aggregate Base (1.60)	1163	cy	$70.00	$81,410		$81,410
	Local Streets						
16.	A.C. Paving (0.2)	2775	tns	$75.00	$208,125		$208,125
17.	Aggregate Base (0.75)	5139	cy	$70.00	$359,730		$359,730
	Other						
18.	Temp. A.C. Paving	90	tns	$70.00	$6,300		$6,300
19.	6" Curb & Gutter	11,880	lf	$25.00	$297,000	90%	$29,700
20.	4" Thick Sidewalk	22,814	sf	$6.00	$136,884		$136,884
21.	6" Thick Sidewalk	33,206	sf	$9.00	$298,854		$298,854
22.	4" Thick Multi-use Trail	6,231	sf	$6.00	$37,386		$37,386
23.	Cross Gutters	2735	sf	$9.00	$24,615		$24,615
24.	Standard Street Signs	13	ea	$300.00	$3,900		$3,900
25.	Traffic Signs	31	ea	$300.00	$9,300		$9,300
26.	6" Concrete Mow Curb	814	lf	$4.63	$3,769		$3,769
27.	Street Lights - Mast Arm 5800 Lumen	18	ea	$6,000.00	$108,000		$108,000
28.	Monument Encasement & Conc. Monument	35	ea	$750.00	$26,250		$26,250
29.	Median Curb	384	lf	$17.55	$6,739		$6,739
30.	Wheel Chair Ramps	16	ea	$2,500.00	$40,000		$40,000
31.	Saw Cut	853	lf	$3.00	$2,559		$2,559
						Subtotal	**$1,433,171**

EXHIBIT C

BOND ESTIMATE
for City of Bakersfield

TRACT NO. 7347 Phase 1

Date: 7/16/2019
Job No: 3060C
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remaining
Water Improvements							
32.	8" P.V.C. Water Main	5,325	lf	$35.00	$186,375	100%	
33.	2" Landscape Service	2	ea	$1,150.00	$2,300	100%	
34.	Blow Off Assembly (Permanent)	7	ea	$2,000.00	$14,000	100%	
35.	8" Gate Valve	16	ea	$1,050.00	$16,800	100%	
36.	1" Water Service	59	ea	$1,100.00	$64,900	100%	
37.	1 1/2" Water Service	15	ea	$1,125.00	$16,875	100%	
38.	Fire-Hydrant Assembly	13	ea	$4,000.00	$52,000	100%	
39.	2" Water Service	4	ea	$1,150.00	$4,600	100%	
40.	Tie-In(s)	1	ea	$1,100.00	$1,100	100%	
41.	Blow Off Assembly (Temporary)	2	ea	$1,200.00	$2,400	100%	
						Subtotal	
Miscellaneous							
42.	Public Block Wall - 6'	982	lf	$130.00	$127,660		$127,660
						Subtotal	**$127,660**
	TOTAL IMPROVEMENTS				**$3,165,356**		**$1,850,776**
	20 % CONTINGENCY				**$633,071**		**$370,155**
	TOTAL				**$3,798,427**		**$2,220,931**
	ENFORCEMENT 15% OR $15,000 MAX (IF BOND)						**$15,000**

Faithful Performance Bond Amount **$2,235,931**
Labor & Materials Bond Amount **$1,906,714**

The Minimum Amount for a Letter of Credit or Cash is **$2,220,931**

10% Warranty Bond Amount **$381,343**
10% Warranty Letter of Credit or Cash Amount **$379,843**

NOTES: 1. This is a Bond Estimate only and not to be used for pay or any other purpose.

Prepared by **Porter & Associates, Inc.**
1200 - 21st Street
Bakersfield, CA 93301



EXHIBIT C

Bond No. K15457697
Premium: $18,055.00/Annually

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and WPG Bakersfield, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract No. 7347 - Phase 1 Improvements. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $ 2,235,931.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 24, 2019.

PRINCIPAL WPG Bakersfield, LLC a Delaware limited liability company

By: _____
Its: Danny Huth - Vice President

SURETY Westchester Fire Insurance Company

By: _____
Its: Melissa Lopez, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On JUL 2 4 2019, before me, Frances Lefler Notary Public,

personally appeared

Melissa Lopez,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Frances Lefler

RRS2 FRANCES LEFLER RRS2
COMM. # 2150250
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. APRIL 23, 2020

(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 25, 2019 before me, Michelle Kimberly Doig, Notary Public
(insert name and title of the officer)

personally appeared Danny Huitt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE KIMBERLY DOIG
Commission # 2241153
Notary Public - California
Orange County
My Comm. Expires MAY 4, 2022

Signature _____ **(Seal)**

EXHIBIT D

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Leticia Romano of Tustin, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **January, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon SS.

On this **15th** day of **January, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316865
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 24, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT D

Bond No: K15457697
Premium: Included in cost of Performance bond.

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and WPG Bakersfield, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20___("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract No. 7347 - Phase 1 Improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Westchester Fire Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 1,906,714.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 24, 2019.

PRINCIPAL WPG Bakersfield, LLC a Delaware limited liability company

By: _____
Its: Danny Huitt - Vice President

SURETY Westchester Fire Insurance Company

By: _____
Its: Melissa Lopez, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On JUL 2 4 2019, before me, Frances Lefler Notary Public,

personally appeared

Melissa Lopez,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Frances Lefler

RRS2 FRANCES LEFLER COMM. # 2150250 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 23, 2020 RRS2

(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 25, 2019 before me, Michelle Kimberly Doig, Notary Public
(insert name and title of the officer)

personally appeared Danny Huitt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE KIMBERLY DOIG
Commission # 2241153
Notary Public - California
Orange County
My Comm. Expires MAY 4, 2022

Signature _____ (Seal)

EXHIBIT D

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Leticia Romano of Tustin, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **January, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **15th** day of **January, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318665
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

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"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 24, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 CN115094152-Wrap-Wrap-18-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WPG Bakersfield LLC Pool Invest WPG Bakersfield LLC, and their respective members, shareholders,parent companies, officers, predecessors and assigins 27271 Las Ramblas, #100 Mission Viejo, CA 92691	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Underwriters at Lloyds — 15792 **INSURER B :** Insurance Company Of The West — 27847 **INSURER C :** Ohio Security Insurance Company — 24082 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002438858-18 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LCC-000234-01	11/16/2018	11/16/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAS(20)57314825	06/05/2019	06/05/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WVE 5048497 00	05/28/2019	05/28/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council officers, agents, employees and volunteers are named as additional insureds as their interest appears per written contract. Insurance provided is primary and noncontributory. A Workers Compensation waiver of subrogation applies.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
Office of Risk Management
1600 Truxton Ave
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Pam Petersen

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The ACORD name and logo are registered marks of ACORD

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 34**

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

EXHIBIT E

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/28/2019 Policy No. WVE 5048497 00 Endorsement No.

Insured WOODBRIDGE PACIFIC GROUP LLC Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

WC 99 06 34
(Ed. 8-00)

INSURED

POLICY NUMBER: LCC-000234-01
ENDORSEMENT: 2
EFFECTIVE DATE: 7/26/2019

COMMERCIAL GENERAL LIABILITY
Modified ISO CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following.

Commercial General Liability

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and designated Volunteers City of Bakersfield Risk Management 1501 Truxtun Avenue Bakersfield, CA 93301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to opertions performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization

2. This insurance does not apply to:
   a. "Bodily injury", Property damage" or "Personal and advertsiing injury" arising out of operations performed for the federal government state or municipality; or
   b. "Bodily injury" or "Property damage" included within the "Produts-completed operations hazard".

It is understood and agreed that in the event of a Claim or "suit" arising out of the Named Insured's Negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party above shall be excess and non-contributory.

EXHIBIT E

Copyright, Insurance Services Offices, Inc., 1997

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7347 UNIT 1

This **LANDSCAPE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("City") and **WPG BAKERSFIELD, LLC**, a California Limited Liability Company authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7347 Unit 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS.** Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on December 6, 2018, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.

2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:

   2.1. Title 16 of the Bakersfield Municipal Code;
   2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
   2.3. Approved plans and specifications;
   2.4. Adopted City standards; and
   2.5. Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.

4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. **Release of Security.** The Security will be released as described in **Exhibit B**.

6. DEFAULT; REMEDIES.

6.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

6.1.7. Developer or owner of the Project transfers ownership of the Project.

6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

6.2.1. Demand that any available surety pay for the completion of the Improvements;

6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;

6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and

6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

7. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

8. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

9.1. Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

9.2. Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

9.3. Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

10.1. Types and Limits of Insurance. In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

10.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

10.1.2. **Commercial general liability insurance**, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

10.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

10.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

10.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

10.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

10.2.5. The insurance required in this section must be maintained until the Performance Security is released.

10.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.

10.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.

10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. MISCELLANEOUS.

11.1. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

11.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer:
WPG Bakersfield, LLC
11601 Bolthouse Drive, Suite 220
Bakersfield, CA 93311
Telephone: (661) 809-5759
Email: jmoe@woodbridgepacific.com

Surety: _____

Attn: _____

_____

_____

Telephone: _____

Email: _____

License No.: _____

Local Contact: _____

Local Telephone: _____

11.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

11.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

11.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

11.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 83-0540021.
Developer is a corporation? Yes __x__ No _____.
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety:_____

APPROVED as to content:

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

DEVELOPER

WPG BAKERSFIELD, LLC

By: _____

Print Name: STEVEN G CARLON

Title: V.P. of CONSTRUCTION

By: _____

Print Name: Jacob Mae

Title: Assistant Project Manager

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Melinda Ameye, Notary Public
(insert name and title of the officer)

personally appeared Steven Gregory Carroll,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELINDA E. AMEYE
COMM. #2247740
Notary Public - California
Kern County
My Comm. Expires June 25, 2022

NRO1 NRO1

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of Kern)

On July 24, 2019 before me, Melinda Ameye, Notary Public
(insert name and title of the officer)

personally appeared Jacob Ryan Moe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELINDA E. AMEYE
COMM. #2247740
Notary Public - California
Kern County
My Comm. Expires June 25, 2022

NRO1 NRO1

Signature Melinda E. Ameye (Seal)

PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION FOR LANDSCAPE AGREEMENT

Project No. _____ **Phase No.** _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by a Recreation and Parks Construction Inspector
		Acceptance Letter from the Recreation and Parks Department
		Other items required by tract conditions:

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	**100%** of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as **Exhibit C** and incorporated herein by reference ("Engineer's Estimate")	**50%** of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within **30 days** after City serves Developer with the Developer/Contractor Acceptance Letter; **but**, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	**90 days** after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed

EXHIBIT B

LANDSCAPE BOND ESTIMATE
for City of Bakersfield Tract 7347 Phase 1

Date: 7/16/2019
Job No: 3060C
Prepared By: LGH

Item No.	Item Description	Qty	Unit	Unit $	Item $	% Complete	Cost
Hardscape, Landscape & Irrigation							
1.	Hardscape, Landscape & Irrigation	10,206	sf	5.00	$51,030		$51,030
				Sub-Total	$51,030		$51,030
	TOTAL IMPROVEMENTS:				**$51,030**		**$51,030**
	20% CONTINGENCY				**$10,206**		**$10,206**
	ENFORCEMENT 15% or $15,000 MAX.				**$9,185**		**$9,185**
	TOTAL				**$70,421**		**$70,421**

Faithful Performance **$70,421**

Labor & Materials **$35,211**

If Letter of Credit or Cash **$61,236**

NOTE: This is a Bond Estimate only and not to be used for pay or any other purpose.

Prepared by: **Porter & Associates, Inc.**
1200 21st Street
Bakersfield, CA 93301



7/16/19

EXHIBIT C

Bond No. K15457703
Premium: $569.00/Annually

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and WPG Bakersfield, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20___ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract No. 7347 - Phase 1 : Landscape Improvements The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of $70,421.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on July 24, 2019.

PRINCIPAL WPG Bakersfield, LLC a Delaware limited liability company

By: _____
Its: Danny Huitt - Vice President

SURETY Westchester Fire Insurance Company

By: _____
Its: Melissa Lopez, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On JUL 2 4 2019, before me, Frances Lefler Notary Public, personally appeared

Melissa Lopez,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Frances Lefler

RRS2 FRANCES LEFLER COMM. # 2150250 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 23, 2020 RRS2

(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 25, 2019 before me, Michelle Kimberly Doig, Notary Public
(insert name and title of the officer)

personally appeared Danny Huitt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE KIMBERLY DOIG
Commission # 2241153
Notary Public - California
Orange County
My Comm. Expires MAY 4, 2022

Signature Michelle Kimberly Doig (Seal)

EXHIBIT D

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Leticia Romano of Tustin, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **January, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **15th** day of **January, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316865
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 24, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT D

Bond No: K15457703
Premium: Included in cost of Performance bond.

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and WPG Bakersfield, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20__ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract No. 7347 - Phase 1 : Landscape Improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Westchester Fire Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of $ 35,211.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on July 24, 2019.

PRINCIPAL WPG Bakersfield, LLC a Delaware limited liability company

By: _____
Its: Danny Huth - Vice President

SURETY Westchester Fire Insurance Company

By: _____
Its: Melissa Lopez, Attorney-in-Fact

seal

EXHIBIT D

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On JUL 2 4 2019, before me, Frances Lefler Notary Public, personally appeared

Melissa Lopez,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Frances Lefler

RRS2 FRANCES LEFLER COMM. # 2150250 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 23, 2020 RRS2

(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

EXHIBIT D

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 25, 2019 before me, Michelle Kimberly Doig, Notary Public
(insert name and title of the officer)

personally appeared Danny Huitt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE KIMBERLY DOIG
Commission # 2241153
Notary Public - California
Orange County
My Comm. Expires MAY 4, 2022

Signature Michelle Kimberly Doig (Seal)

EXHIBIT D

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Leticia Romano of Tustin, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **January, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **15th** day of **January, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 24, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 CN115094152-Wrap-Wrap-18-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WPG Bakersfield LLC Pool Invest WPG Bakersfield LLC, and their respective members, shareholders,parent companies, officers, predecessors and assigins 27271 Las Ramblas, #100 Mission Viejo, CA 92691	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Underwriters at Lloyds — 15792 **INSURER B :** Insurance Company Of The West — 27847 **INSURER C :** Ohio Security Insurance Company — 24082 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002438858-18 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			LCC-000234-01	11/16/2018	11/16/2022	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$	2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
C	AUTOMOBILE LIABILITY			BAS(20)57314825	06/05/2019	06/05/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WVE 5048497 00	05/28/2019	05/28/2020	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council officers, agents, employees and volunteers are named as additional insureds as their interest appears per written contract. Insurance provided is primary and noncontributory. A Workers Compensation waiver of subrogation applies.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
Office of Risk Management
1600 Truxton Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Pam Petersen

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 34**

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

EXHIBIT E

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/28/2019 Policy No. WVE 5048497 00 Endorsement No.

Insured WOODBRIDGE PACIFIC GROUP LLC Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

WC 99 06 34
(Ed. 8-00)

INSURED

POLICY NUMBER: LCC-000234-01
ENDORSEMENT: 2
EFFECTIVE DATE: 7/26/2019

COMMERCIAL GENERAL LIABILITY
Modified ISO CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and designated Volunteers City of Bakersfield Risk Management 1501 Truxtun Avenue Bakersfield, CA 93301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to opertions performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization

2. This insurance does not apply to:
   a. "Bodily injury", Property damage" or "Personal and advertsiing injury" arising out of operations performed for the federal government state or municipality; or
   b. "Bodily injury" or "Property damage" included within the "Produts-completed operations hazard".

It is understood and agreed that in the event of a Claim or "suit" arising out of the Named Insured's Negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party above shall be excess and non-contributory.

EXHIBIT E

 Copyright, Insurance Services Offices, Inc., 1997

TRACT 7347
PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF A PORTION OF PARCEL "A" OF PARCEL MERGER NO. 18-0163 PER CERTIFICATE OF MERGER RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NO. 218125707 O.R., ALSO BEING A PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

34.74 ACRES GROSS

78 LOTS – 15 LETTERED LOTS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, AND UNDER LOTS "A" THROUGH "H" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN OR BEING OPERATED IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES; IN ACCORDANCE WITH THIS GRANT, THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY SEWER MAIN OR APPURTENANCES WITHIN SAID LOTS "A" THROUGH "H".

WE ALSO HEREBY DEDICATE AN EASEMENT TO THE CITY OF BAKERSFIELD FOR LANDSCAPE, PEDESTRIAN ACCESS AND BLOCK WALL OVER AND ACROSS ALL OF LOTS "I" AND "J" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES AND MUNICIPAL UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 73 AND LOTS "I" THROUGH "N" DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE A 2' WIDE EASEMENT TO THE CITY OF BAKERSFIELD DESIGNATED AS "2' W.F.E." FOR BLOCK WALL FOOTING PURPOSES AS SHOWN UPON SAID MAP.

FOR SUCH TIME AS WHITE LANE REMAINS A PUBLIC ROAD, WE ALSO HEREBY ABANDON ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 36 THROUGH 45 TO SAID ROAD AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT VEHICULAR ACCESS WHATSOEVER TO SAID ROADS EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

FOR SUCH TIME AS WINDERMERE STREET REMAINS A PUBLIC ROAD, WE ALSO HEREBY ABANDON ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 10 THROUGH 13, LOTS 23 THROUGH 24 AND LOTS 35 THROUGH 36 TO SAID ROAD AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT VEHICULAR ACCESS WHATSOEVER TO SAID ROADS EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY ABANDON ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 1, 9, 10 AND LOTS 69 THROUGH 72 AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION, SO THAT THE OWNERS OF SAID LOTS ABUTTING LOTS "N" AND "J" WILL HAVE NO RIGHTS OF DIRECT VEHICULAR ACCESS WHATSOEVER TO SAID LOTS "N" AND "J".

WPG BAKERSFIELD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: WOODBRIDGE PACIFIC GROUP, INC.
MANAGER

JACOB MOE, ASSISTANT PROJECT MANAGER DATE

WILLIAM J. BOLTHOUSE AND NORA J. BOLTHOUSE, TRUSTEES OF THE BOLTHOUSE FAMILY TRUST DATED MAY 30, 1986, AS BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 16, 2018, AS DOCUMENT NO. 218151091 OF OFFICIAL RECORDS.

WILLIAM J. BOLTHOUSE DATE

NORA J. BOLTHOUSE DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF KERN } SS.

ON _____ , _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF KERN.
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF KERN } SS.

ON _____ , _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF KERN.
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

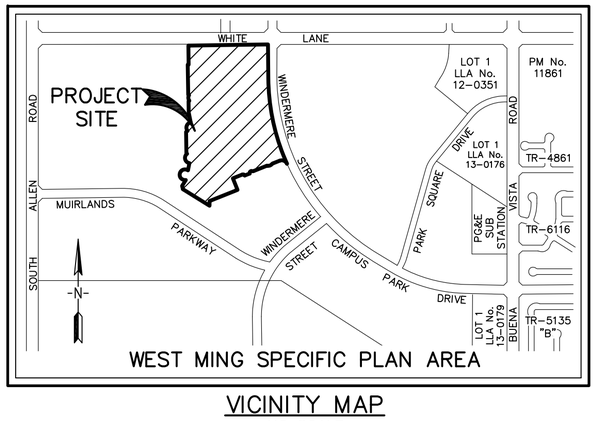
CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7347, PHASE 1 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON DEDICATED BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THAT THE PRIVATE STREETS SHOWN UPON THIS MAP AND HERON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED AND THOSE STREETS AND EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING INTERESTS.

NAME	INTEREST
UNION OIL COMPANY OF CALIFORNIA	EASEMENT HOLDER PER: BK. 1725, PG. 34 O.R. RECORDED JULY 26, 1950 (CANNOT BE LOCATED PER RECORD)
CITY OF BAKERSFIELD	EASEMENT HOLDER PER: SEWER PIPELINE EASEMENT RECORDED JUNE 4, 1999 AS INSTRUMENT NO. 0199080010 O.R. PUBLIC STREET RIGHT-OF-WAY, RECORDED AUGUST 11, 2005 AS INSTRUMENT NO. 0205216013 O.R. LANDSCAPE AND PEDESTRIAN ACCESS EASEMENT, RECORDED DECEMBER 5, 2016 AS INSTRUMENT NO. 0216171719 O.R. STREET RIGHT-OF-WAY, AS DELINEATED OR OFFERED FOR DEDICATION ON PARCEL MAP NO. 12100 AS PER MAP RECORDED DECEMBER 30, 2014 IN BOOK 59 OF PARCEL MAPS AT PAGES 178-189 IN THE OFFICE OF THE KERN COUNTY RECORDER.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER: UNDERGROUND PIPELINE EASEMENT (35' WIDE), RECORDED MAY 13, 2003 AS INSTRUMENT NO. 0203093477 O.R.
VINTAGE PRODUCTION CALIFORNIA, LLC & VINTAGE PETROLEUM, LLC	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITHOUT RIGHTS OF SURFACE ACCESS PER DOCUMENT No. 0212010378, O.R., RECORDED JANUARY 26TH, 2012. DOCUMENT No. 000214012125 O.R., RECORDED FEBRUARY 3, 2014.
TRICOR ENERGY, L.L.C.	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITHOUT RIGHTS OF SURFACE ACCESS PER DOCUMENT No. 000214012125 O.R., RECORDED FEBRUARY 3, 2014.
SEVEN OAKS WEST MASTER HOMEOWNER'S ASSOCIATION	EASEMENT HOLDER PER COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 2017 AS DOCUMENT No. 0217022739 O.R. AND EASEMENTS PER DOCUMENT RECORDED FEBRUARY 21, 2017 AS DOCUMENT No. 0217022892 O.R.

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO OF THE COUNCIL OF THE CITY OF BAKERSFIELD



VICINITY MAP
NO SCALE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WPG BAKERSFIELD, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON JANUARY 15, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SEPTEMBER 2020, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

REGISTERED PROFESSIONAL ENGINEER – FRED W. PORTER – RCE 33448 – CIVIL – STATE OF CALIFORNIA

FRED W. PORTER R.C.E. 33448 DATE

IN ACCORDANCE WITH SECTION 16.44.030 OF THE CITY MUNICIPAL CODE, THE BUILDING DIRECTOR SHALL NOT APPROVE ANY BUILDING PERMIT ON ANY LOT WITHIN THIS TRACT UNTIL A FINAL SOILS REPORT AND FINAL GRADING REPORT HAVE BEEN SUBMITTED TO HIM AND APPROVED BY HIM.

A PRELIMINARY SOILS REPORT DATED 18-16877 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. UNDER THE SIGNATURE OF TONY M. FRANGIE, RCE 39549, AND IS ON FILE IN THE OFFICE OF THE CITY BUILDING DIRECTOR.

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR – JIM MATERN SCHROETER – 7851 – STATE OF CALIFORNIA

JIM MATERN SCHROETER, L.S. 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER – NICOLAS FIDLER – C 61069 – CIVIL – STATE OF CALIFORNIA

NICOLAS FIDLER C 61069 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON DECEMBER 6, 2018, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

WEST MING SPECIFIC PLAN NOTE

THIS SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN, AND ANY AMENDMENTS THERETO, AND DEVELOPMENT AGREEMENT NO. 07-310.

RECORDER'S STATEMENT

FILED IN MAP BOOK _____ AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS ____ DAY OF _____, 201__ AT _____ __M., AT THE REQUEST OF FRED PORTER.

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 7347
PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF A PORTION OF PARCEL "A" OF PARCEL MERGER NO. 18-0163 PER CERTIFICATE OF MERGER RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NO. 218125707 O.R., ALSO BEING A PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

34.74 ACRES GROSS
78 LOTS – 15 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER R.C.E.33448

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ○ FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. 12100 FILED IN P.M. BK. 59, AT PG. 178
- ◔ FD. REBAR AND CAP MKD. "RCE 33448" PER P.M. NO. 12100 FILED IN P.M. BK. 59, AT PG. 178, REPLACED WITH 2" I.P. TAGGED "RCE 33448"
- ◬ FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER TRACT 7254 FILED MAY 24, 2016 IN M.B. 61, PG. 147 IN THE OFFICE OF THE KERN COUNTY RECORDER.
- { } RECORD DATA PER P.M. NO. 12100 FILED IN P.M. BK. 59, AT PG. 178
- [ ] RECORD DATA PER PARCEL MERGER NO. 18-0163 AS PER CERTIFICATE OF MERGER RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NO. 218125707 O.R.
- ( ) RECORD DATA PER TRACT 7254 FILED IN M.B. 61, AT PG. 147
- ◉ SET 6" CONC. MON. w/B.C. MKD. "RCE 33448" IN MON. ENCASEMENT
- □ SET 2" IRON PIPE TAGGED "RCE 33448"
- 1 EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 4)
- Ⓐ Ⓦ EXISTING ABANDONED OIL WELL WITH 10' RADIUS NON-BUILDABLE SETBACK (SEE WELL DESCRIPTION TABLE BELOW)
- ━━ BOLD BORDER
- ////// WAIVER OF DIRECT ACCESS RIGHTS

O.R.=	OFFICIAL RECORDS	FD.=	FOUND	L.H.=	LAMPHOLE
C.O.B.=	CITY OF BAKERSFIELD	P.M.=	PARCEL MAP	MKD.=	MARKED
CONC.=	CONCRETE	DOC.=	DOCUMENT	RAD.=	RADIAL
BK./PG.=	BOOK/PAGE	B.C.=	BRASS CAP	I.P.=	IRON PIPE

COR.= CORNER
SEC.= SECTION
MON.= MONUMENT

S.W.E.= SIDEWALK EASEMENT (BY SEPARATE INSTRUMENT)
W.F.E.= WALL FOOTING EASEMENT PUE= PUBLIC UTILITIES EASEMENT

BASIS OF BEARINGS

THE BEARING OF S 89°19'48" E AS SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, T. 30 S., R. 26 E. (ALSO BEING THE CENTERLINE OF WHITE LANE) AS SHOWN ON P.M. 12100, FILED DECEMBER 30, 2014, IN P.M. BK. 59 AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

EASEMENT NOTES

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED NOVEMBER 13, 2006 AS INSTRUMENT NO. 0206281011 O.R.

2) TEMPORARY ACCESS AND UTILITY EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD PER P.M. 12100 AS PER MAP FILED DECEMBER 30, 2014 IN P.M. BK. 59 AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER.

3) TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, AS DELINEATED OR OFFERED FOR DEDICATION ON P.M. 12100 AS PER MAP FILED DECEMBER 30, 2014 IN P.M. BK. 59 AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER.

4) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD RECORDED FEBRUARY 1, 2017 AS DOCUMENT NO. 0217014227 O.R.

EXISTING OIL WELL DESCRIPTION TABLE:

Ⓐ PHILLIPS PETROLEUM CO. "GOSFORD 4 41-13" (ABANDONED)

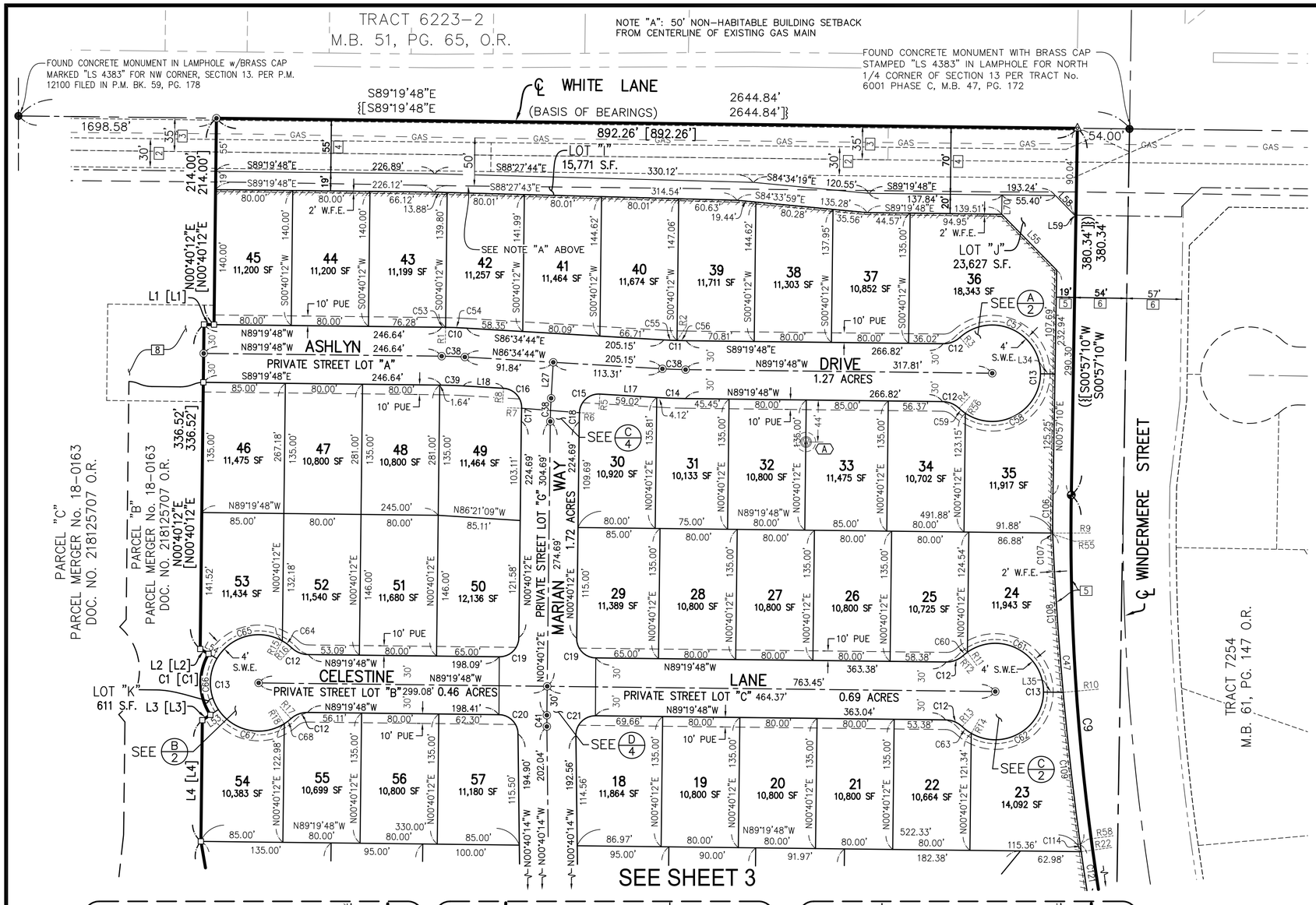
Ⓑ NAHAMA & WEAGANT ENERGY CO. "GOSFORD 1-13" (ABANDONED)

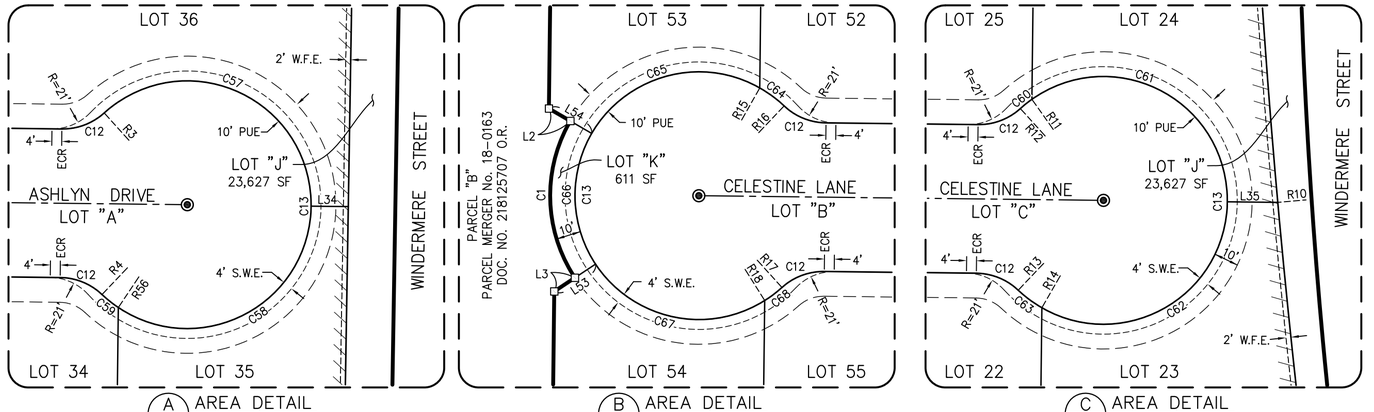
RECORDER'S STATEMENT

FILED IN MAP BOOK _____ AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS ____ DAY OF _____, 201__ AT _____ __M., AT THE REQUEST OF FRED PORTER

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER





A/2 AREA DETAIL SCALE: 1"=40'

B/2 AREA DETAIL SCALE: 1"=40'

C/2 AREA DETAIL SCALE: 1"=40'

SCALE: 1"=80'
0 40 80 160

TRACT 7347
PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF A PORTION OF PARCEL "A" OF PARCEL MERGER NO. 18-0163 PER CERTIFICATE OF MERGER RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NO. 218125707 O.R., ALSO BEING A PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

34.74 ACRES GROSS

78 LOTS – 15 LETTERED LOTS

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

FRED W. PORTER R.C.E.33448

SEE SHEET 2

PARCEL "C" PARCEL MERGER No. 18-0163 DOC. NO. 218125707 O.R.

PARCEL "B" PARCEL MERGER No. 18-0163 DOC. NO. 218125707 O.R.

TRACT 7254 M.B. 61, PG. 147 O.R.

TRACT 7254
TRACT 7246-1
TRACT 7245

CHAMPLIN PLACE — PRIVATE STREET LOT "D" 0.50 ACRES
HEMMERLING LANE — PRIVATE STREET LOT "F" 0.59 ACRES
PRIVATE STREET LOT "E" 0.97 ACRES
PRIVATE STREET LOT "C" — MARIAN WAY — 1.72 ACRES
GRACIE COURT
WINDERMERE STREET
LODEN DRIVE — 1.87 ACRES
PRIVATE STREET LOT "H"

LOT "L" 1,113 S.F.
LOT "M" 1,242 S.F.
LOT "J" 23,627 S.F.
LOT "N" 7,149 S.F.

60 16,359 SF	59 13,300 SF	58 14,108 SF	17 13,021 SF	16 12,600 SF
15 12,721 SF	14 17,688 SF	13 27,807 SF	12 19,069 SF	11 19,531 SF
10 20,846 SF	9 15,349 SF	8 15,505 SF	7 16,719 SF	6 16,114 SF
5 14,164 SF	4 13,652 SF	3 13,475 SF	2 13,500 SF	1 14,410 SF
61 11,377 SF	62 12,477 SF	63 12,600 SF	64 13,253 SF	65 13,097 SF
66 12,600 SF	67 12,600 SF	68 13,122 SF	69 16,081 SF	70 16,207 SF
71 19,006 SF	72 21,170 SF	73 12,611 SF	74 15,516 SF	75 18,039 SF
76 23,026 SF	77 17,347 SF	78 14,348 SF		

DESIGNATED REMAINDER PARCEL "A" PARCEL MERGER No. 18-0163 DOC. NO. 218125707 O.R.

DRILL SITE "A" (SURFACE USE AGREEMENT) DOC. NO. 0215078529 O.R.

SCALE: 1"=80'
0 40 80 160

(A/3) AREA DETAIL NOT TO SCALE

(B/3) AREA DETAIL NOT TO SCALE

LEGEND

- ● FD. MONUMENT AS DESCRIBED
- ○ FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. 12100 FILED IN P.M. BK. 59, AT PG. 178
- ◕ FD. REBAR AND CAP MKD. "RCE 33448" PER P.M. NO. 12100 FILED IN P.M. BK. 59, AT PG. 178, REPLACED WITH 2" I.P. TAGGED "RCE 33448"
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- [1] EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 4)
- (A)(W) EXISTING ABANDONED OIL WELL WITH 10' RADIUS NON-BUILDABLE SETBACK (SEE WELL DESCRIPTION TABLE BELOW)
- BOLD BORDER
- WAIVER OF DIRECT ACCESS RIGHTS

O.R.=	OFFICIAL RECORDS	FD.= FOUND	L.H.= LAMPHOLE	COR.= CORNER
C.O.B.=	CITY OF BAKERSFIELD	P.M.= PARCEL MAP	MKD.= MARKED	SEC.= SECTION
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S.W.E.= SIDEWALK EASEMENT (BY SEPARATE INSTRUMENT)
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BASIS OF BEARINGS

THE BEARING OF S 89°19'48" E AS SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, T. 30 S., R. 26 E. (ALSO BEING THE CENTERLINE OF WHITE LANE) AS SHOWN ON P.M. 12100, FILED DECEMBER 30, 2014, IN P.M. BK. 59 AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

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SET REBAR & CAP MKD. R.C.E. No. 33448 AT ALL REAR LOT CORNERS EXCEPT AT BLOCK WALL LOCATIONS WHERE CONC. NAIL AND TAG MKD. R.C.E. No. 33448 SHALL BE SET ON FACE OF WALL AT PROJECTION OF SIDE LOT LINES. SET TAG MKD. R.C.E. No. 33448 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

EASEMENT NOTES

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1) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED NOVEMBER 13, 2006 AS INSTRUMENT NO. 0206281011 O.R.

2) TEMPORARY ACCESS AND UTILITY EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD PER P.M. 12100 AS PER MAP FILED DECEMBER 30, 2014 IN P.M. BK. 59 AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER.

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4) TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD RECORDED FEBRUARY 1, 2017 AS DOCUMENT NO. 0217014227 O.R.

EXISTING OIL WELL DESCRIPTION TABLE:

- (A) PHILLIPS PETROLEUM CO. "GOSFORD 4 41-13" (ABANDONED)
- (B) NAHAMA & WEAGANT ENERGY CO. "GOSFORD 1-13" (ABANDONED)
- (C) STREAM ENERGY, INC. "GOSFORD 4 43-13" (ABANDONED)

RECORDER'S STATEMENT

FILED IN MAP BOOK _____ AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS ____ DAY OF _____, 201__ AT _____ __M., AT THE REQUEST OF FRED PORTER

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 7347
PHASE 1

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34.74 ACRES GROSS

78 LOTS – 15 LETTERED LOTS

FRED W. PORTER R.C.E.33448

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	60.00'	66.71'	63°42'00"	37.27'
C2	60.00'	121.41'	115°56'08"	95.90'
C3	60.00'	135.48'	129°22'25"	126.86'
C4	60.00'	230.59'	220°11'56"	163.96'
C5	20.00'	31.42'	90°00'00"	20.00'
C6	25.00'	13.06'	29°55'35"	6.68'
C7	50.00'	52.23'	59°51'10"	28.78'
C8	64.00'	97.83'	87°35'07"	61.36'
C9	2404.00'	986.65'	23°30'55"	500.37'
C10	530.00'	25.45'	2°45'05"	12.73'
C11	470.00'	22.57'	2°45'05"	11.29'
C12	25.00'	18.69'	42°50'00"	9.81'
C13	50.00'	231.84'	265°40'01"	53.93'
C14	530.00'	25.45'	2°45'05"	12.73'
C15	20.00'	31.98'	91°36'29"	20.57'
C16	20.00'	30.96'	88°41'04"	19.55'
C17	530.00'	13.28'	1°26'08"	6.64'
C18	470.00'	9.38'	1°08'36"	4.69'
C19	20.00'	31.42'	90°00'00"	20.00'
C20	20.00'	30.95'	88°39'34"	19.54'
C21	20.00'	31.88'	91°20'26"	20.47'
C22	530.00'	159.47'	17°14'22"	80.34'
C23	470.00'	170.77'	20°49'04"	86.34'
C24	20.00'	34.00'	97°23'45"	22.76'
C25	470.00'	80.75'	9°50'37"	40.47'
C26	530.00'	108.64'	11°44'39"	54.51'
C27	20.00'	28.25'	80°55'35"	17.06'
C28	25.00'	8.69'	19°55'11"	4.39'
C29	92.00'	197.87'	123°13'35"	170.24'
C30	25.00'	9.75'	22°20'42"	4.94'
C31	25.00'	37.33'	85°33'31"	23.13'
C32	470.00'	96.63'	11°46'46"	48.48'
C33	530.00'	151.49'	16°22'36"	76.26'
C34	470.00'	439.29'	53°33'07"	237.17'
C35	50.00'	213.01'	244°05'17"	79.88'
C36	25.00'	25.72'	58°57'18"	14.13'
C37	530.00'	447.89'	48°25'08"	238.30'
C38	500.00'	24.01'	2°45'05"	12.01'
C39	470.00'	22.57'	2°45'05"	11.29'
C40	500.00'	467.33'	53°33'07"	252.30'
C41	500.00'	11.70'	1°20'26"	5.85'
C42	470.00'	11.00'	1°20'26"	5.50'
C43	530.00'	12.40'	1°20'26"	6.20'
C44	500.00'	181.67'	20°49'04"	91.85'
C45	500.00'	181.67'	20°49'04"	91.85'
C46	500.00'	144.90'	16°36'15"	72.96'
C47	3573.92'	323.45'	5°11'08"	161.84'
C48	2416.00'	420.53'	9°58'23"	210.80'
C49	15.00'	10.47'	39°58'59"	5.46'
C50	62.00'	86.53'	79°57'58"	51.99'
C51	15.00'	10.47'	39°58'59"	5.46'
C52	460.00'	429.94'	53°33'07"	232.12'
C53	530.00'	3.72'	0°24'08"	1.86'
C54	530.00'	21.73'	2°20'56"	10.87'
C55	470.00'	13.37'	1°37'50"	6.69'
C56	470.00'	9.19'	1°07'15"	4.60'
C57	50.00'	115.92'	132°50'00"	114.54'
C58	50.00'	107.50'	123°10'52"	92.44'
C59	50.00'	8.42'	9°39'09"	4.22'
C60	50.00'	5.98'	6°51'28"	3.00'
C61	50.00'	109.93'	125°58'32"	98.08'
C62	50.00'	104.00'	119°10'21"	85.18'
C63	50.00'	11.92'	13°39'39"	5.99'
C64	50.00'	12.25'	14°02'26"	6.16'
C65	50.00'	77.91'	89°16'52"	49.38'
C66	50.00'	55.59'	63°42'00"	31.06'
C67	50.00'	77.34'	88°37'36"	48.82'
C68	50.00'	8.74'	10°01'08"	4.38'
C69	50.00'	46.57'	53°21'48"	25.13'
C70	50.00'	101.17'	115°56'08"	79.92'
C71	50.00'	73.34'	84°02'49"	45.06'
C72	50.00'	10.75'	12°19'15"	5.40'
C73	92.00'	30.32'	18°52'54"	15.30'
C74	92.00'	63.92'	39°48'28"	33.31'
C75	92.00'	63.00'	39°13'59"	32.79'
C76	92.00'	40.63'	25°18'13"	20.65'
C77	470.00'	54.15'	6°36'04"	27.10'
C78	470.00'	42.48'	5°10'43"	21.25'
C79	530.00'	65.95'	7°07'44"	33.02'
C80	530.00'	85.54'	9°14'51"	42.86'
C81	50.00'	115.92'	132°50'00"	114.54'
C82	50.00'	101.25'	116°01'39"	80.06'
C83	50.00'	14.67'	16°48'22"	7.39'
C84	470.00'	108.40'	13°12'53"	54.44'
C85	470.00'	4.63'	0°33'50"	2.31'
C86	470.00'	57.74'	7°02'21"	28.91'
C87	530.00'	109.77'	11°52'00"	55.08'
C88	530.00'	49.70'	5°22'22"	24.87'
C89	530.00'	75.13'	8°07'21"	37.63'
C90	530.00'	33.50'	3°37'18"	16.76'
C91	50.00'	71.37'	81°47'05"	43.30'
C92	50.00'	112.90'	129°22'25"	105.71'
C93	50.00'	47.57'	54°30'30"	25.76'
C94	460.00'	105.97'	13°11'55"	53.22'
C95	460.00'	106.68'	13°17'13"	53.58'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C93	50.00'	47.57'	54°30'30"	25.76'
C94	460.00'	105.97'	13°11'55"	53.22'
C95	460.00'	106.68'	13°17'13"	53.58'
C96	460.00'	91.96'	11°27'16"	46.14'
C97	460.00'	125.34'	15°36'42"	63.06'
C98	50.00'	201.38'	230°45'45"	105.39'
C99	50.00'	11.63'	13°19'32"	5.84'
C100	530.00'	60.92'	6°35'08"	30.49'
C101	530.00'	88.10'	9°31'27"	44.15'
C102	530.00'	88.10'	9°31'27"	44.15'
C103	530.00'	88.10'	9°31'27"	44.15'
C104	530.00'	87.93'	9°30'19"	44.06'
C105	530.00'	34.74'	3°45'20"	17.38'
C106	2423.00'	39.75'	0°56'24"	19.88'
C107	2423.00'	0.98'	0°01'23"	0.49'
C108	3573.92'	164.54'	2°38'16"	82.28'
C109	3573.92'	158.91'	2°32'52"	79.47'
C110	2416.00'	169.52'	4°01'13"	84.80'
C111	2416.00'	90.01'	2°08'04"	45.01'
C112	2416.00'	95.04'	2°15'14"	47.53'
C113	2416.00'	58.58'	1°23'21"	29.29'
C114	2416.00'	7.39'	0°10'31"	3.69'
C115	64.00'	97.83'	87°35'04"	61.36'
C116	500.00'	233.66'	26°46'33"	119.01'
C117	500.00'	11.33'	1°17'54"	5.66'
C118	500.00'	12.68'	1°27'11"	6.34'
C119	500.00'	94.71'	10°51'11"	47.50'
C120	500.00'	50.19'	5°45'04"	25.12'
C121	2404.00'	783.98'	18°41'06"	395.50'
C122	2404.00'	101.33'	2°24'54"	50.67'
C123	2404.00'	101.33'	2°24'54"	50.67'

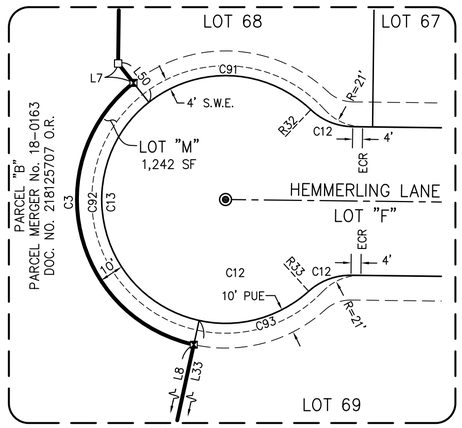
RADIAL TABLE	
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R4	S43°30'12"W
R5	S03°25'16"W
R6	N88°11'13"W
R7	S87°53'40"E
R8	S03°25'16"W
R9	S89°59'15"E
R10	N84°52'34"E
R11	N35°18'20"W
R12	S42°09'49"E
R13	N43°30'12"E
R14	S29°50'33"W
R15	N29°27'46"E
R16	S43°30'12"W
R17	N42°09'49"W
R18	S32°08'41"E
R19	S43°30'12"W
R20	N42°09'49"W
R21	S29°50'34"E
R22	S82°09'12"W
R23	S19°14'59"E
R24	N00°22'05"W
R25	S86°13'43"W
R26	N76°01'24"W
R27	N81°37'54"E
R28	N78°07'59"E
R29	S75°59'55"W
R30	N73°44'41"E
R31	S89°53'39"E
R32	S43°30'12"W

RADIAL TABLE	
RADIAL	BEARING
R33	S42°09'49"E
R34	N73°25'49"E
R35	N09°10'25"W
R36	S11°04'27"E
R37	N69°51'07"E
R38	N72°21'20"E
R39	S27°01'07"W
R40	N67°18'52"W
R41	S84°07'14"E
R42	S50°04'28"E
R43	S60°07'52"E
R44	N09°46'43"E
R45	N19°50'07"E
R46	S50°04'28"E
R47	N09°46'43"E
R48	N06°56'58"W
R49	S06°20'16"W
R50	N17°47'32"E
R51	S30°41'03"E
R52	N17°21'31"W
R53	S28°16'15"W
R54	N16°23'33"W
R55	N87°30'50"E
R56	N33°51'03"E
R57	S67°26'14"W
R58	S82°19'43"W
R59	S72°16'03"W
R60	S06°37'41"W
R61	S10°10'59"E
R62	N88°01'55"W
R63	N85°17'50"E
R64	N06°47'42"W

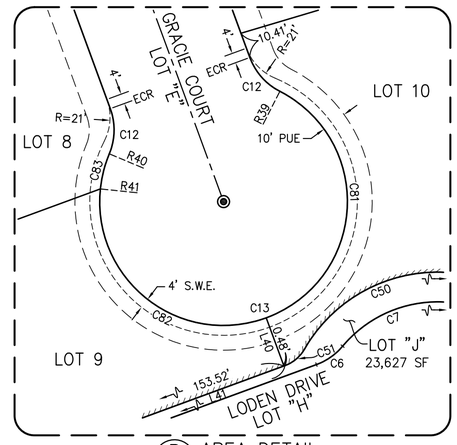
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L3(R) L3	N56°28'55"E	10.00'
L4 L4	N00°40'12"E	125.67'
L5(R) L5	N09°51'36"W	112.91'
L6(R) L6	N54°12'16"E	20.34'
L7(R) L7	N38°16'53"W	10.00'
L8(R) L8	N12°20'42"E	81.38'
L9 L9	N33°24'14"E	77.43'
L10 L10	N12°30'26"W	38.43'
L11	N02°38'13"E	53.04'
L12	N69°51'07"E	115.00'
L13	N69°51'07"E	60.00'
L14	N69°51'07"E	5.00'
L15	S84°41'05"E	23.26'
L16	N69°51'07"E	82.61'
L17	N86°34'44"W	63.14'
L18	S86°34'44"E	41.98'
L19	N00°40'12"E	29.63'
L20	N00°40'12"E	29.63'
L21	N00°40'12"E	70.37'
L22	N69°51'07"E	20.27'
L23	N56°35'46"W	17.81'
L24	N69°51'07"E	170.27'

LINE TABLE		
LINE	BEARING	LENGTH
L25	N69°51'07"E	151.38'
L26	N44°23'19"E	23.26'
L27	N03°25'16"E	37.37'
L28	N00°40'12"E	95.00'
L29	N06°39'36"W	72.18'
L30	N16°37'42"W	39.29'
L31	N00°40'12"E	12.02'
L32	S20°08'53"E	68.85'
L33(R)	S12°20'42"W	91.38'
L34(R)	N89°19'48"W	15.00'
L35(R)	N89°19'48"W	20.35'
L36	N21°16'35"E	71.81'
L37	N69°51'07"E	27.43'
L38	S55°29'59"W	30.96'
L39	N69°51'07"E	17.74'
L40(R)	S20°08'53"E	20.69'
L41	N69°51'07"E	154.00'
L42	N44°23'19"E	23.26'
L43	N69°51'07"E	146.48'
L44	S20°08'53"E	4.00'
L45	S69°51'07"W	10.00'
L46	S24°51'07"W	14.14'
L47	N69°51'07"E	20.27'
L48	N56°35'46"W	17.80'
L49	N33°24'14"E	91.63'

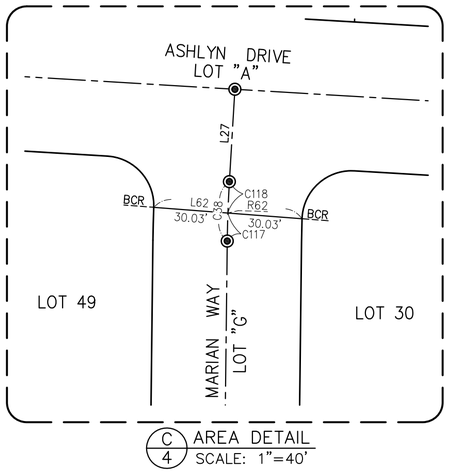
LINE TABLE		
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L51(R)	S54°12'16"W	30.34'
L52(R)	S09°51'36"E	122.91'
L53(R)	S56°28'55"W	20.00'
L54(R)	S59°49'06"E	20.00'
L55	S44°28'17"E	81.24'
L56	S56°35'46"E	17.80'
L57	S33°24'14"W	20.00'
L58	N44°17'03"W	28.31'
L59	N89°02'49"W	1.47'
L60	N56°35'46"W	2.40'
L61	S20°08'53"E	50.00'
L62	N85°36'19"W	60.05'
L63	S00°22'00"W	60.00'
L64	S00°20'26"W	60.00'
L65	S00°40'12"W	60.00'
L66	S00°40'12"W	60.00'
L67	S25°34'38"E	62.24'
L68	N69°51'07"E	60.00'
L69	N20°08'49"W	80.00'
L70	S00°40'12"W	20.00'
L71	N33°24'14"E	14.20'



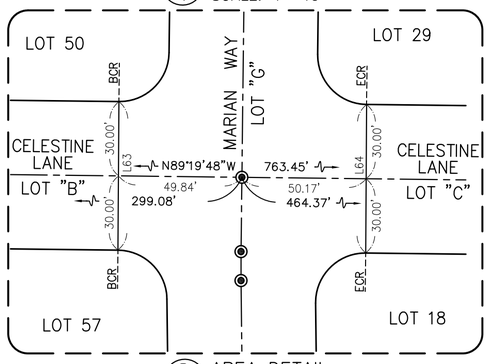
A 4 AREA DETAIL
SCALE: 1"=40'



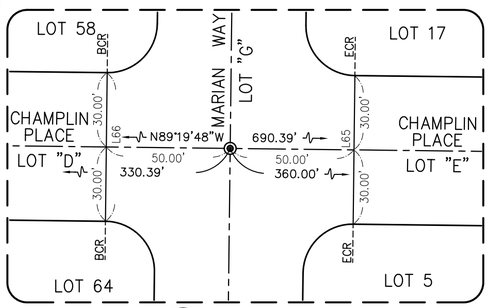
B 4 AREA DETAIL
SCALE: 1"=40'



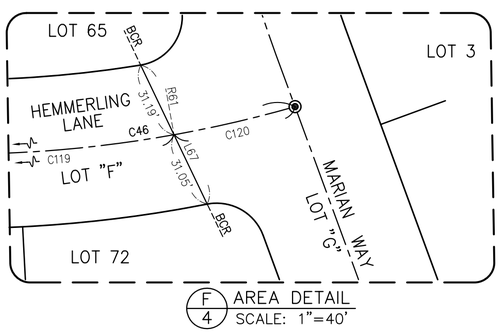
C 4 AREA DETAIL
SCALE: 1"=40'



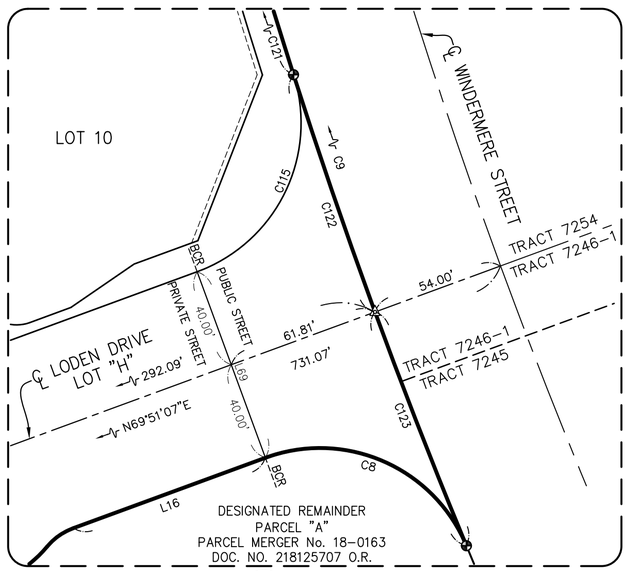
D 4 AREA DETAIL
SCALE: 1"=40'



E 4 AREA DETAIL
SCALE: 1"=40'



F 4 AREA DETAIL
SCALE: 1"=40'



G 4 AREA DETAIL
SCALE: 1"=40'

EASEMENT DESCRIPTION TABLE:

1. PIPELINE EASEMENT IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA, RECORDED JULY 26, 1950 IN BK. 1725, PG. 34 O.R. (CANNOT BE PLOTTED FROM RECORD INFORMATION).
2. 30' WIDE SEWER PIPELINE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED JUNE 4, 1999 AS INSTRUMENT NO. 0199080010 O.R.
3. ONE 34" UNDERGROUND PIPELINE EASEMENT (35' WIDE) IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, RECORDED MAY 13, 2003 AS INSTRUMENT NO. 0203093477 O.R.
4. 55' TO 70' WIDE PUBLIC STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED AUGUST 11, 2005 AS INSTRUMENT NO. 0205216013 O.R.
5. LANDSCAPE AND PEDESTRIAN ACCESS EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED DECEMBER 5, 2016 AS INSTRUMENT NO. 0216171719 O.R.
6. STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD, AS DELINEATED OR OFFERED FOR DEDICATION ON PARCEL MAP NO. 12100 AS PER MAP RECORDED DECEMBER 30, 2014 IN BOOK 59 OF PARCEL MAPS AT PAGES 178-189 IN THE OFFICE OF THE KERN COUNTY RECORDER.
7. TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED FEBRUARY 5, 2019 AS INSTRUMENT NO. 219013095 O.R. (SHOWN FOR REFERENCE ONLY-NOT WITHIN MAP BOUNDARY)
8. TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED FEBRUARY 5, 2019 AS INSTRUMENT NO. 219013094 O.R. (SHOWN FOR REFERENCE ONLY-NOT WITHIN MAP BOUNDARY)
9. TEMPORARY FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED FEBRUARY 5, 2019 AS INSTRUMENT NO. 219013096 O.R. (SHOWN FOR REFERENCE ONLY-NOT WITHIN MAP BOUNDARY)

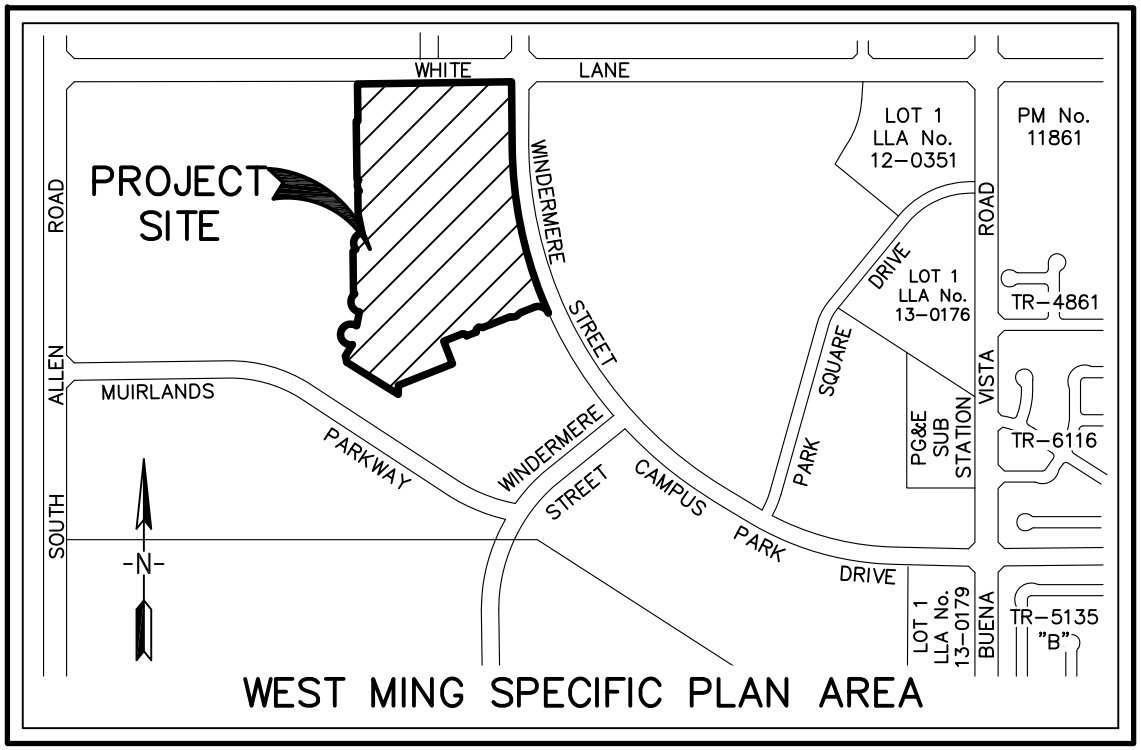
RECORDER'S STATEMENT

FILED IN MAP BOOK _____ AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS ____ DAY OF _____, 201__ AT _____ ___M., AT THE REQUEST OF FRED PORTER

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

SHEET 4 OF 4 SHEETS



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements aa.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 8/7/2019

WARD:

SUBJECT: Authorization to terminate the Tarina Homes Naming Rights Agreement.

STAFF RECOMMENDATION:

Staff recommends terminating the agreement.

BACKGROUND:

In late 2017, Tarina Homes approached the City about a possible naming rights agreement for the Mesa Marin Sports Complex. On November 1, 2017, City Council approved the naming rights agreement (Agreement No. 17-161) which included the following terms:

- A three year term commencing on January 1, 2018
- A total of $200,000 to be paid in two installments
- First $100,000 installment to be paid on or before July 1, 2018
- Second $100,000 installment to be paid on or before July 1, 2019

Tarina Homes had difficulty meeting the original payment terms as they encountered delays in construction of their new homes. For this reason, Tarina Homes asked City staff if the City could be flexible in the payment of the first $100,000 installment. City staff agreed to work with Tarina Homes and Tarina Homes was able to pay the first installment by June 1, 2019.

On May 28, 2019, Tarina Homes reached out to City staff once again, asking for an alternate payment plan on their second installment, which was due July 1, 2019. Tarina Homes proposed satisfying the second $100,000 installment in five $20,000 monthly payments beginning July 1, 2019 with final payment by November 1, 2019. On June 5, 2019, City Council approved Amendment No. 1, based upon the proposed changes; however Tarina Homes never executed the Amendment. Thus Agreement No. 17-161 remains in full effect.

City staff recommends that City Council terminate Agreement No. 17-161 based upon Tarina Homes' material breach of failing to pay the $100,000 balance that was due July 1, 2019. The attached letter was sent to Tarina Homes on August 6, 2019, advising them of this proposed

action.

ATTACHMENTS:

	Description	Type
🗋	Tarina Homes Letter	Correspondence

CITY ATTORNEY
VIRGINIA GENNARO

DEPUTY CITY ATTORNEY
Joshua H. Rudnick
Richard Iger

ASSOCIATE CITY ATTORNEY
Viridiana Gallardo-King

1600 TRUXTUN AVENUE
FOURTH FLOOR
BAKERSFIELD, CA 93301

TELEPHONE: 661-326-3721
FACSIMILE: 661-852-2020

OFFICE OF THE CITY ATTORNEY

August 6, 2019

Via Email, U.S. Mail, and Personal Delivery

James McKay
Tarina Homes Incorporated
4560 California Avenue, Suite 400
Bakersfield, CA 93309

Chris Johnston
Tarina Homes Incorporated
4560 California Avenue, Suite 400
Bakersfield, CA 93309

Re: Termination of Tarina Homes Naming Rights Agreement

Dear Mr. McKay and Mr. Johnston:

As you are aware, Tarina Homes Incorporated ("Tarina Homes") agreed to pay $200,000 to the City of Bakersfield for naming rights to the Sports Complex at Mesa Marin (Agreement No 17-161).

Under said Agreement, Tarina Homes was to make two $100,000 payments, one by July 1, 2018 and one by July 1, 2019. Tarina Homes has failed to make the July 1, 2019 payment and as such, is in breach of the Agreement.

Accordingly, City staff is referring the matter to the August 14th City Council meeting in order to request that City Council terminate the Tarina Homes naming rights agreement effective August 1, 2019, as the second $100,000 installment was due July 1, 2019 and has not been paid.

Very truly yours,

Viridiana Gallardo-King

VIRIDIANA GALLARDO-KING
Associate City Attorney

VGK:pd
cc: Ken Weir, Ward 3 Councilmember
Alan Tandy, City Manager
Dianne Hoover, Director of Recreation & Parks
Rajan Mistry, Business Manager

S:\PARKS\LETTERS\19-20\TarinaHomesLtr..docx

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ab.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 7/30/2019

WARD:

SUBJECT: Contribution Agreements

1. Agreement with Bakersfield Symphony Orchestra ($50,000) to support core activities at the Bakersfield Museum of Art
2. Agreement with Bakersfield Art Foundation ($50,000) for cultural and recreational activities at City owned facilities

---

STAFF RECOMMENDATION:

Staff recommends approval of agreements.

BACKGROUND:

Subsequent to the May 8, 2019 presentation of the "Proposed Budget" for Fiscal Year 2019-20 to City Council, a new quarterly sales tax report was received which resulted in adjustments for the FY 2019-20 Budget. Therefore, on June 28, 2019, the City Council approved a budget which included a variety of revised allocations; including:

- An additional $50,000 in support of the Bakersfield Museum of Art Museum's operations. In 2001, the City Council established a policy for the funding of non-profits and the Museum is specifically eligible to receive funding for ongoing operational purposes.

- An additional $50,000 in support of Bakersfield Symphony operations. The contribution is reflective of the contribution level made by the City to Symphony prior the recession.

These contributions both relate to several of the City Council's existing goals, including strengthening and diversifying the economic base and promoting community pride and image. The attached agreements formalizes the contribution commitment made by the Council.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	Bakersfield Symphony Agreement	Agreement

🗋	Bakersfield Art Foundation Agreement	Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEM 8.ab.

After the agenda posting, the subject to the said item was incorrect and an exhibit was inadvertently left out. Correct subject is below and exhibit is attached.

Contribution Agreements

1. Agreement with Bakersfield Symphony Orchestra ($50,000) to support core activities
2. Agreement with Bakersfield Art Foundation ($50,000) for cultural and recreational activities at City owned facilities

lr

Exhibit "A"

BAKERSFIELD SYMPHONY ORCHESTRA

STILIAN KIROV, Music Director

Donate ▸

Buy Tickets ▸

☰ MENU

Season Concerts

See our upcoming Season Concerts below.

Celebrating Beethoven!

October 05, 2019

Time: 7:30 pm | Doors open 6:10 pm

Ticket Price: $20/$30/$35/$45

We begin our season by celebrating the 250th anniversary of Beethoven's birth. The powerful and heroic *Egmont Overture* opens…

More Info ▸

Spirit of America: A Patriotic Salute

November 09, 2019

Time: 7:30 pm | Doors open 6:10 pm

Ticket Price: $20/$30/$35/$45

As we approach Veterans Day, we celebrate our country's servicemen and servicewomen through music. After opening the program with…

More Info ▸

The Great Romantics

February 01, 2020

Time: 7:30 pm | Doors open 6:10 pm

Ticket Price: $20/$30/$35/$45

Grammy Award–winning guitarist Jason Vieaux will take us on a musical journey as he performs one of the most…

More Info ▸

Sounds of South America

March 07, 2020

Time: 7:30 pm | Doors open 6:10 pm

Ticket Price: $20/$30/$35/$45

Experience a musical journey to South America with internationally renowned guest harpist Alfredo Rolando Ortiz, followed by a selection…

More Info ▸

American Originals & the Bakersfield Sound

April 04, 2020

Time: 7:30 pm | Doors open 6:10 pm

Ticket Price: $20/$30/$35/$45

The Bakersfield Master Chorale joins us for a fantastic program embracing American music with works by Copland and Gershwin. Our…

More Info ▸

Music Beyond Earth

May 09, 2020

Time: 12:00 am

Ticket Price: $20/$30/$35/$45

Our season finale will take us on both a musical and visual journey as renowned visual artist Adrian Wyard…

More Info ▸

BAKERSFIELD SYMPHONY ORCHESTRA

STILIAN KIROV, Music Director

Donate ▸

Buy Tickets ▸

☰ MENU

POPS Concerts

See our upcoming POPS Concerts below.



Home for the Holidays

December 04, 2019

AGREEMENT NO. _____

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY" herein), and the **BAKERSFIELD SYMPHONY ORCHESTRA INCORPORATED**, a California non-profit corporation ("RECIPIENT" herein).

RECITALS

WHEREAS, CITY is engaged in the promotion of cultural and recreational activities at CITY-owned facilities including Beale Park, Spectrum Amphitheatre, and Rabobank Arena, Theater and Convention Center; and

WHEREAS, CITY has established a policy to provide incentives to various non-profit organizations to hold their events within city limits; and

WHEREAS, RECIPIENT has requested a contribution to conduct concerts primarily at the Rabobank Arena, Theater and Convention Center or the Spectrum Amphitheater; and

WHEREAS, the Beale Park Band has also requested a contribution to conduct concerts at Beale Park; and

WHEREAS, RECIPIENT serves as the fiscal agent for the Beale Park Band; and

WHEREAS, the Bakersfield City Council has approved a contribution to RECIPIENT to cover a portion of the cost associated with RECIPIENT's and Beale Park Band's concerts held primarily at CITY-owned facilities.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and RECIPIENT mutually agree as follows:

1. CONTRIBUTION. CITY shall make a one-time contribution to RECIPIENT of FIFTY THOUSAND DOLLARS ($50,000.00) to be distributed as follows:

1.1 FORTY THREE THOUSAND DOLLARS ($43,000.00) shall be retained by RECIPIENT for costs associated with RECIPIENT's performances as shown in Exhibit "A"; and

1.2 SEVEN THOUSAND DOLLARS ($7,000.00) shall be paid to the Beale Park Band for costs associated with performing concerts to be held at Beale Park in 2019.

2. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

3. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing and signed by all the parties. If any modification of this Agreement results in total compensation which exceeds Fifty Thousand Dollars ($50,000.00), such modification must be approved by the City Council.

4. TERMINATION. This Agreement may be terminated by any party upon ten days' written notice, served by mail or personal service, to all other parties.

5. COMPLIANCE WITH ALL LAWS. RECIPIENT shall, at RECIPIENT's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

6. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed a partner or joint venturer with RECIPIENT or associate in any such relationship with RECIPIENT by reason of the provisions of this Agreement. RECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

7. EQUIPMENT. RECIPIENT and the Beale Park Band will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

8. INDEMNITY. RECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents and employees 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, arising out of,

connected with, or caused by RECIPIENT, RECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

9. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY : **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

RECIPIENT : **BAKERSFIELD SYMPHONY ORCHESTRA INCORPORATED**
1328 34th Street, Suite A
Bakersfield, CA 93301

11. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

12. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

13. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or

exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

14. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

15. COUNTERPARTS. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

16. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

17. TAX NUMBERS.

RECIPIENT's Federal Tax ID Number 95-6001765
RECIPIENT is a corporation? Yes____X____ No
(Please check one.)

18. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

19. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO CONTENT:
ALAN TANDY
City Manager

By:_____
ALAN TANDY
City Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

VGK:pd
Attachment – Exhibit A

"RECIPIENT"
BAKERSFIELD SYMPHONY ORCHESTRA INCORPORATED

By:_____
HOLLY ARNOLD
Executive Director

By:_____
BRUCE PETERS
Chair

AGREEMENT NO. _____

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY" herein), and the **BAKERSFIELD ART FOUNDATION**, a California non-profit corporation ("RECIPIENT" herein).

R E C I T A L S

WHEREAS, CITY is engaged in the promotion of cultural and recreational activities through art; and

WHEREAS, CITY has established a policy to provide incentives to various non-profit organizations to hold their events and exhibits relating to art within city limits; and

WHEREAS, RECIPIENT has requested and the Bakersfield City Council has approved a contribution to support expenses related to rotating exhibitions, maintenance of permanent collections and funding of capital projects to support RECIPIENT'S core activities at the Bakersfield Museum of Art; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and RECIPIENT mutually agree as follows:

1. **CONTRIBUTION.** CITY shall make a one-time contribution to RECIPIENT of FIFTY THOUSAND DOLLARS ($50,000.00) to support expenses related to rotating exhibitions, maintenance of permanent collections and funding of capital projects to support RECIPIENT'S core activities at the Bakersfield Museum of Art.

2. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

3. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing and signed by all the parties. If any modification of this Agreement results in total compensation which exceeds Fifty Thousand Dollars ($50,000.00), such modification must be

approved by the City Council.

4. TERMINATION. This Agreement may be terminated by any party upon ten days' written notice, served by mail or personal service, to all other parties.

5. COMPLIANCE WITH ALL LAWS. RECIPIENT shall, at RECIPIENT's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

6. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed a partner or joint venturer with RECIPIENT or associate in any such relationship with RECIPIENT by reason of the provisions of this Agreement. RECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

7. EQUIPMENT. RECIPIENT and will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

8. INDEMNITY. RECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents and employees 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, arising out of, connected with, or caused by RECIPIENT, RECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

9. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY : **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

RECIPIENT : **BAKERSFIELD ART FOUNDATION, INC.**
1930 R Street
Bakersfield, CA 93301

11. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

12. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

13. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

14. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

15. COUNTERPARTS. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

16. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

17. TAX NUMBERS.

RECIPIENT's Federal Tax ID Number 77-0125694
RECIPIENT is a corporation? Yes____X____ No
(Please check one.)

18. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

19. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"RECIPIENT"
BAKERSFIELD ART FOUNDATION, INCORPORATED

By:_____
AMY SMITH
Executive Director

APPROVED AS TO CONTENT:
ALAN TANDY
City Manager

By:_____
ALAN TANDY
City Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

VGK:pd

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ac.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 7/3/2019

WARD:

SUBJECT: Agreement with MalwareBytes ($22,000) to provide virus/malware device security for City systems.

STAFF RECOMMENDATION:

Staff recommends approval of agreement.

BACKGROUND:

Technology security firms have reported that as of May 2019, the total amount of malware has increased by 93% since 2015. That equates to over 903 million malware programs currently out on the internet attempting to infiltrate systems. It is estimated that existing protection programs (antivirus / anti-malware) that are installed on systems must fend off an average of 4.4 malware programs per second.

Technology Services utilizes layers of security through the use of software, security devices, services, policies, and best practices to protect City data, network and computing systems. At the device level (computers, laptops, servers, and phones) the City implements software that resides on the device that protects against malicious software (viruses and malware).

Malwarebytes provides cloud based malware and virus protection for computing devices. This implementation will provide a secondary layer of protection at the device level for City computers and backend systems. The agreement is before the Council due to the indemnification clause within their licensing agreement.

ATTACHMENTS:

	Description	Type
🗋	Malwarebytes Agreement	Agreement

Malwarebytes

Sales Order Form

Malwarebytes Inc.
3979 Freedom Circle 12th Floor
Santa Clara, CA 95054
United States
www.malwarebytes.com

Quote #: Q-204338-2
Date: 5/17/2019 4:41 PM
Expires On: 8/19/2019
Deal Reg #:
PO Number:

BILL TO:

Gregory Pronovost
City of Bakersfield
1600 Truxtun Avenue
Bakersfield
CA 93301
US
(661) 326-3506
gpronovost@bakersfieldcity.us

LICENSE TO: (If Applicable)

Gregory Pronovost
City of Bakersfield
1600 Truxtun Avenue
Bakersfield
CA 93301
US
(661) 326-3506
gpronovost@bakersfieldcity.us

VAT/Cert ID:

CONTACT DETAILS

Brian Thomas — bthomas@malwarebytes.com

SUBSCRIPTION DETAILS

Subscription Start Date: 8/19/2019
Payment Method: Check
Payment Terms: Net 30
Type: New
Auto Renew: Yes
Subscription Term: 12
Renewal Term: 12

PURCHASE SUMMARY

PRODUCT NAME	QTY	Government MSRP	NET UNIT PRICE	EXTENDED AMOUNT
Malwarebytes Incident Response-Site	1	USD 30,000.00	USD 21,000.00	USD 21,000.00

Subtotal **USD 21,000.00**

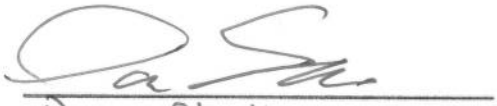
Tax **USD 0.00**

Total **USD 21,000.00**

Terms and Conditions
This Subscription is a Business license and requires one license per Device (as defined in the EULA). The quantity stated above corresponds to the number of Devices that will be licensed. However, if the listed product name includes "Site License", then the customer is obtaining a site license that does not have a fixed amount of Devices. Site licenses exclude Devices added through mergers and acquisitions.

This Subscription shall be governed by the terms of the End User License Agreement which can be found at https://www.malwarebytes.com/eula ("EULA"), unless you have entered into another written end user license agreement with Malwarebytes

Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term. Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein. All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates.

City of Bakersfield Acceptance		**Malwarebytes Inc.**	
Signature:	See Attached	Signature:	
Printed Name:	Signature Page	Printed Name:	Dan Strubbe
Date:	per BMC	Date:	7-2-2019
Title:	3.20.105	Title:	Director of Revenue

CITY OF BAKERSFIELD SIGNATURE PAGE FOR MALWAREBYTES

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
CITY MANAGERS OFFICE

By:_____
ALAN TANDY
City Manager

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Malwarebytes

Malwarebytes Software License Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE MALWAREBYTES SOFTWARE THAT ACCOMPANIES THIS SOFTWARE LICENSE AGREEMENT, THE "SOFTWARE-AS-A-SERVICE" DELIVERY SERVICES ("SAAS SERVICES") THAT MAY BE USED TO PROVIDE ACCESS TO SUCH SOFTWARE, OR ANY ACCOMPANYING DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE").

THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT AND THE MALWAREBYTES ORDERING DOCUMENT YOU EXECUTED OR AGREED TO, AND (WHERE APPLICABLE) ANY MALWAREBYTES LICENSE KEY INFORMATION, IN EACH CASE GOVERNING YOUR LICENSE TO THE SOFTWARE (COLLECTIVELY, THE "PURCHASE RECEIPT") (THIS SOFTWARE LICENSE AGREEMENT AND THE PURCHASE RECEIPT COLLECTIVELY, THIS "AGREEMENT") ARE AN AGREEMENT BETWEEN YOU AND MALWAREBYTES INC. ("MALWAREBYTES") AND GOVERN USE OF THE SOFTWARE UNLESS YOU AND MALWAREBYTES HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT GOVERNING USE OF THE SOFTWARE.

"MALWAREBYTES" MEANS: (a) IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES OR CANADA, MALWAREBYTES INC., A DELAWARE CORPORATION; AND (B) IF YOU ACQUIRED THE SOFTWARE IN ANY OTHER COUNTRY, MALWAREBYTES LIMITED, A COMPANY INCORPORATED IN IRELAND.

THIS SOFTWARE LICENSE AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU ARE RESIDENT IN THE U.S. AND A MALWAREBYTES FOR HOME CUSTOMER, THESE AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH MALWAREBYTES, AND YOU SHOULD READ THEM CAREFULLY. FOR EXAMPLE, EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "Agreement to Arbitrate – U.S. Customers" SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND MALWAREBYTES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE

AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Malwarebytes is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By clicking to accept where indicated below or by downloading, installing or using the Software, you have indicated that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that company or other legal entity. If you do not accept all the terms of this Agreement, then Malwarebytes is unwilling to license the Software to you and you are prohibited from using it. If you are a Malwarebytes for Home customer and purchased the Software from Malwarebytes directly pursuant to our 60-day money-back guarantee you may be eligible to request cancellation and refund within 60 days of purchase of your new subscription. If you purchased Malwarebytes for Home from other third-party vendors, including retail stores, please contact those vendors directly for more information about their refund policies.

1. License.

(a) Free & Trial License.

If you have obtained a free, trial or evaluation version of the Software from Malwarebytes or from a Malwarebytes authorized reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, Malwarebytes grants you a non-exclusive and non-transferable license to Execute the Software solely in executable form. The foregoing license permits Execution of only such number of copies of the Software, and on such number of devices (including mobile devices), computers or virtual machines ("Devices"), as is expressly permitted by Malwarebytes with respect to your trial. If no such number of copies or Devices is specified by Malwarebytes, the foregoing license permits Execution of a single copy of the Software on a single Device. For purposes of this Agreement, "Execute" and "Execution" means to load, install, and/or run the Software locally on a single Device in order to benefit from its functionality as designed by Malwarebytes.

(b) Paid License.

If you purchased a license to the Software from Malwarebytes or from a Malwarebytes authorized reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, Malwarebytes grants you a non-exclusive and non-transferable license to Execute the number of copies of the Software for which you have paid solely in executable form on the corresponding number of Devices owned or used by you. You agree that your purchases are not contingent on the delivery of any future functionality or features (including future availability of any Software beyond the current license term or any new releases), or dependent on any oral or written public comments made by Malwarebytes regarding future functionality or features.

2. Restrictions.

(a) Malwarebytes for Home – Free & Paid.

If you are a Malwarebytes for Home user (or any other Malwarebytes Software intended for home use), and whether you have a free or paid license, this Section 2(a) applies. Your license permits you to use the Software solely for your personal, non-commercial purposes; the Software may not be used on any Device that is used in a business or for business purposes. Once Executed on a Device, you may transfer the Software to a different Device, provided that you uninstall and remove the Software from the first Device. You may not combine the Software with any third party script, application, hardware or tools which would cause it to run on an automated or unattended basis. You may not transfer the Software to a different user, except that once installed onto a Device, the Software may be operated by any person directly using the Device (i.e., not remotely), provided that you are responsible for each such person's operation of the Software. You may make one copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of your Device and retain the original for back-up or archival purposes. Notwithstanding the second sentence of this Section 2(a), if you have a business with no more than 10 total Devices, you may use Malwarebytes for Home Software in your business for business purposes provided that your usage shall be governed by the terms and conditions of this Agreement applicable to Malwarebytes for Business users and not the terms and conditions applicable to Home users. ("Small Business Exception"). If you use the Small Business Exception, references to Malwarebytes for Business shall be read as governing your usage of the Software.

(b) Malwarebytes for Business.

If you are a Malwarebytes for Business user, and you have a trial license, your license permits you to use the Software solely for evaluation purposes, and not for production use. You may also use our Malwarebytes Software downloaded via the business link to remediate up to five Devices every 30 days. If you are a Malwarebytes for Business user, and you have a paid license, your license permits you to use the Software solely for your internal business purposes. Other than the limited exception stated in the immediately following sentence, once Executed on a Device, you may not transfer the Software to a different Device, even if you uninstall and remove the Software from the first Device. During each year of your licensed subscription you may transfer Software that has been Executed on a Device to a different Device, provided that each of the following requirements are met: (a) the amount of Devices subject to transfer does not exceed 10% of your licensed Devices for such Software ("Transfer Allowance"); (b) only single transfers are permitted (the transferred Software cannot be transferred to a third Device in the same year); and (c) you have uninstalled and removed the Software from the first Device. Unused amounts of your Transfer Allowance will not carry over to subsequent subscription years. If you are a Malwarebytes for Business customer, and whether you have a free or paid license: (i) you may make a reasonable number of copies of the Software for back-up or archival purposes; (ii) the Software may only be used by your employees and consultants ("Authorized Users"), who have agreed

to abide by the terms of this Agreement and who may only use the Software for the purposes of performing their job functions for you; (iii) you are responsible for the use of the Software by your Authorized Users (and their compliance with this Agreement); and (iv) once Executed on a Device, the Software may be operated by any Authorized User using the Device, directly or (where that person is providing support services to you with respect to that Device) via remote connection; provided that each such Device is running an authorized copy of the applicable Software. Other than for the sole purpose of assisting the management and administration of Software on Devices within a network, you may not combine the Software with any third party script, application, hardware or tools which would cause it to run on an automated or unattended basis.

(c) Malwarebytes for Teams.

If you are a Malwarebytes for Teams user, your license shall be governed by the terms and conditions of this Agreement applicable to Malwarebytes for Business users; references to Malwarebytes for Business shall be read as governing your usage of the Software. Notwithstanding anything to the contrary in this Agreement, you are only eligible to use Malwarebytes for Teams if your business has no more than 25 Devices.

(d) Optional Software Utilities, Beta Features and Beta Releases.

From time-to-time, Malwarebytes, at its sole discretion, may make available to you optional Software, including but not limited to utilities for supporting the usage of the Malwarebytes for Home and Malwarebytes for Business Software, beta features that can be enabled within the Software, and beta releases of Software (collectively "Optional Items"). Unless a particular Optional Item includes its own separate and specific terms and conditions, this Agreement shall govern the usage of Optional Items. Conditioned upon your compliance with the terms and conditions of this Agreement, Malwarebytes grants you a non-exclusive and non-transferable license to Execute the Optional Items solely in executable form and solely for your internal business purposes of supporting the Software, and in the case of beta features and releases, for evaluation purposes. Software such as Optional Items are sometimes provided by software providers as preview releases of new features and programs, as well as quick fixes for resolving specific issues. Optional Items are not fully tested by Malwarebytes and may include significant issues. You acknowledge that Optional Items are likely to present risks associated with their use. Malwarebytes strongly recommends that you back up all of your data prior to using such type of software from any source. Notwithstanding anything to the contrary in this Agreement, Optional Items are provided "as is", and do not carry any warranties or maintenance or support; similarly, in no event shall Malwarebytes be liable for any damage arising from the use of Optional Items.

(e) General.

You must have a license to the Software for every Device on which you operate the Software. You may

run the Software on a network, provided that you have a license to the Software for each: (1) Device that the Software is installed on and (2) Device or user instance that can access the Software over that network that is not included in (1). You may not use on behalf of, or make the functionality of the Software available to, third parties for any purpose, such as for providing any computer repair, help desk or troubleshooting service. Except as expressly specified or permitted in this Agreement, you may not: (i) copy (except in the course of loading or installing) or modify the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; (iii) make the functionality of the Software available to any third party through any means, including but not limited to by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau, SaaS or any other type of services; or (iv) use the Software for any illegal purpose or conduct. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Malwarebytes and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software or Database (defined below), in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. You will comply with any additional restrictions contained in your Purchase Receipt or other purchasing documentation.

(f) SaaS Delivery.

For Software provided through SaaS Services, Malwarebytes shall use commercially reasonable efforts to make such SaaS Services available to you, subject to downtime for scheduled or emergency maintenance. You may only use the SaaS Services in connection with your access to the Software and solely for your internal business purposes.

3. Ownership.

Each copy of the Software is licensed, not sold. For purposes of this Agreement, the terms "purchase," "sell" and like terms refers to purchase or sale of a license to use the Software and not to a purchase or sale of title to or ownership of any rights or other interests in the Software. You own the media on which the Software is recorded, but you acknowledge and agree that Malwarebytes retains ownership of the Software itself and any related data or databases used by Malwarebytes or the Software (the "Database"), including all intellectual property rights therein. The Software and Database are protected by U.S. copyright law and international treaties. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to you. Malwarebytes reserves all rights in the Software and Database not expressly granted to you in this Agreement.

4. Updates.

From time to time, Malwarebytes may, but has no obligation to, provide updates to the Software. You agree to allow us to update the Software regularly, or to set it to update automatically if that feature is available in your version of the Software. If you are a paying customer with a current subscription purchased from Malwarebytes or a Malwarebytes authorized reseller, we will make available to you the standard updates and maintenance and support that we make generally available at no additional cost to paying subscribers from time to time. Nothing in this Agreement entitles you to receive any support, maintenance, updates, upgrades, content or new versions of the Software, unless you are a paying customer with a current subscription purchased from Malwarebytes or a Malwarebytes authorized reseller. You understand and agree that your purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Malwarebytes regarding future functionality or features. Malwarebytes reserves the right to designate any updates, additional content or features as requiring separate payment or purchase of a separate subscription at any time. Malwarebytes specifically reserves the right to cease providing, updating, maintaining or supporting the Software or Database at any time in its sole discretion, in accordance with the Malwarebytes Lifecycle Policy located at https://www.malwarebytes.com/support/lifecycle/. If you have entered into a separate maintenance and support or similar agreement with Malwarebytes, then Malwarebytes will provide Software maintenance and support in accordance with the terms of that agreement which is located at https://www.malwarebytes.com/eula/services-agreement/, not this Agreement.

5. Term.

(a) Paid Subscription License Term.

If you have purchased a license to the Software, then the initial term of this Agreement commences on the date specified in the Purchase Receipt or applicable purchasing documentation accompanying the Software (or if no such date is specified, the date you initially Execute a copy of the Software on a Device (regardless of the number of copies of the Software that you are permitted to use in accordance with this Agreement)), and, in each case, continues for the period of time set forth in the Purchase Receipt or applicable purchasing documentation (or, if no such date is specified, for one year). At the end of such initial term (and each renewal term thereafter, if any), subject to payment of the applicable license fees for each such renewal term, **this Agreement will automatically renew for additional successive terms** equal to the period of time set forth in the applicable renewal Purchase Receipt or purchasing documentation (or, if no such date is specified, for additional successive terms of one year), unless either party provides the other party with notice of nonrenewal at least 30 days prior to the end of the then-current term. **IN OTHER WORDS, each subscription renews automatically until you cancel it in accordance with this Agreement. You can cancel your subscription at any time in accordance with this Agreement;** see our License Renewal FAQs which can be found on our website (www.malwarebytes.com). If you are a Malwarebytes for Home customer that purchased your Software from Malwarebytes directly, fees for renewal license terms are described at the time of purchase within

the transaction cart. If you are a Malwarebytes for Business customer, for renewal license terms, your license fee per Device will be increased to the then-current list price at the time of your renewal.

(b) Malwarebytes for Home - Free License Term.

If you have obtained a license to a free version of the Software, then your license will continue until terminated in accordance with this Agreement.

(c) Malwarebytes for Business - Trial License Term.

If you have obtained a trial license to the Software, then your license will continue for such time period as may be specified by Malwarebytes with respect to such trial (or, if no such period is specified, for 30 days). In addition, Malwarebytes may terminate your trial license at any time at its sole discretion.

(d) Termination Rights.

Subject to the notice of nonrenewal requirement in Section 5(a), as applicable, you may terminate the license at any time by destroying all copies of the Software in your possession or control. The license granted under this Agreement will automatically terminate, with or without notice from Malwarebytes, if you breach any term of this Agreement. If you are a Malwarebytes for Home user, and you have a paid license, if you fail to pay the applicable license fees as specified in the Purchase Receipt or applicable purchasing documentation, your existing license to the Software ends automatically and your license shall automatically convert into a free license; as such, your Software will no longer be eligible to receive automatic updates. If you are a Malwarebytes for Business customer, and you have a paid license, if you fail to pay the applicable license fees as specified in the Purchase Receipt or applicable purchasing documentation, your existing license to the Software ends automatically. If you are a Malwarebytes for Business customer, and you have a trial license, your license to the Software ends automatically at the end of the applicable trial period. If you are a Malwarebytes for Business customer, you acknowledge that upon expiration or termination of your license, the Software and any license key may automatically de-activate and you may no longer be able to access and use the Software. If you assert any patents against us or any of our other customers based on use of the Software, your license to the Software ends automatically.

(e) Effect of Termination.

Upon termination or expiration of this Agreement, your rights to use the Software cease and you shall not be entitled to a refund of any pre-paid fees. Sections 3, 5(e), 7, 8, 9, 11(a), 12, 13 and 14 of this Agreement will survive any termination or expiration of this Agreement.

6. Payment Terms.

The price payable by you is the price stated in the Purchase Receipt or applicable purchasing documentation (or, if no such price is specified, the price set out in our then-current standard published price list). Our prices are exclusive of taxes, duties, levies, tariffs, and other governmental charges

(including, without limitation, VAT) (collectively, "Taxes"). If we issue an invoice to you, all invoices are payable within 30 days of the invoice date unless specified differently in the invoice or purchasing documentation. You are responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made to us, other than any taxes based on Malwarebytes' net income. All amounts are payable and charged (i) at the beginning of the subscription, when you place your order, and, (ii) **because each subscription renews automatically until you cancel it in accordance with this Agreement, at the time of each renewal until you cancel.** You must cancel your subscription in accordance with this Agreement before it renews to avoid the billing of the fees for the next subscription period. You will not receive a refund for the fees you already paid for your current subscription period. You can cancel your subscription at any time in accordance with this Agreement; see our License Renewal FAQs which can be found on our website (www.malwarebytes.com).

7. Privacy Policy.

By entering into this Agreement you agree to the terms of Malwarebytes' privacy policy, which can be found at https://www.malwarebytes.com/privacy/ (as may be updated from time to time, the "Privacy Policy"). More information concerning what data is collected and used by Malwarebytes and how it is used is available in the Privacy Policy. Without limiting the Privacy Policy, you agree that Malwarebytes may track certain data it obtains from your Device, including data about any malicious software, exploits or other threats flagged by the Software (including but not limited to potential sources of such threats, such as payload files, file format and recent URL's visited), data about your license, data about what version of the Software you are using and what operating conditions it runs under and data concerning your geographic location. This information is collected and used for the purpose of tracking malicious software, exploits and other threats, and evaluating and improving Malwarebytes' products and services. We may share data relating to malicious software, exploits or other threats flagged by the Software with third parties. In the event that any user who operates the Software as permitted under this Agreement (including, if you are a Malwarebytes for Business customer, your Authorized Users) makes a complaint or claim based on the tracking or collection of data in accordance with this Section 7, you agree that you are solely responsible for addressing any such complaints or claims.

8. Limited Warranty; Disclaimer.

Provided that you purchased the Software from Malwarebytes or a Malwarebytes authorized reseller, Malwarebytes warrants that any physical media manufactured by Malwarebytes on which the Software is distributed will be free from defects for a period of 60 days from the date of delivery of the Software to you. Your sole and exclusive remedy, and Malwarebytes' sole liability, in the event of a breach of the foregoing warranty will be that Malwarebytes will, at its option, replace any defective media returned to Malwarebytes within the warranty period or refund the money you paid for the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (a) THE LIMITED WARRANTY SET FORTH IN

THIS SECTION 8 IS EXCLUSIVE AND LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED; AND (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 8, MALWAREBYTES DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MALWAREBYTES OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. Malwarebytes does not warrant that the Software will meet your requirements, that the Software will operate in the combinations, on the operating system or in the environments that you may select for Execution, that the operation of the Software will be error-free or uninterrupted, or that all Software errors will be corrected. Malwarebytes specifically disclaims any warranty or representation as to the Software's ability to eliminate any specific malware threats or the completeness of the Database or protection modules. You are solely responsible for the data, software and other content carried on your Devices and for backing-up your data, software and other content.

9. Limitation of Liability.

MALWAREBYTES' TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AMOUNTS PAID TO MALWAREBYTES BY YOU FOR THE SOFTWARE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL MALWAREBYTES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MALWAREBYTES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. U.S. Government End Users.

The Software is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the

U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software will be only those specified in this Agreement.

11. Export and EU Data Protection Laws.

(a) Export Law.

You agree to comply fully with all U.S. and other applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

(b) EU Data Protection Laws.

To the extent Malwarebytes processes personal data of an EU data subject ("Personal Data") on behalf of you as a processor as defined by EU data protection laws, it shall do so only on documented instructions from you pursuant to this Agreement, to operate Malwarebytes Software, and as permitted or required by applicable law. In the event Malwarebytes processes Personal Data for purposes other than the above, it shall do so as data controller as defined in the EU data protection laws. By entering into this Agreement, you have instructed Malwarebytes to process your Personal Data in such manner. To the extent mandated by applicable EU data protection laws, Malwarebytes shall: (1) take appropriate measures to ensure the security of Personal Data processed; (2); ensure that its personnel who process Personal Data are subject to a duty of confidence; (3) ensure that no third party processes any Personal Data received from you except in accordance with EU data protection laws or with the consent of you as applicable; (4); reasonably assist you with your rights and obligations as data controllers, including assistance with: obligations in connection with data subject access requests and other data subject rights under EU data protection laws; and controllers' responsibilities concerning the security of processing and audit requirements; (5) notify you if a security incident has occurred that compromises the privacy, security or confidentiality of your Personal Data, provided that we have your contact information, investigate such security incident and take reasonable steps in mitigating the effects and minimizing any damage resulting from the security incident as required by applicable law; (6) only retain Personal Data after the end of the Agreement if there is a statutory legal basis to do so or for the period specified in the Privacy Policy, subject to EU data protection laws; and (7) subject to applicable laws, delete Personal Data upon your request unless there is a statutory legal basis to retain it.

Personal Data may be sent to facilities hosted outside of the country where you purchased or utilizes the Software. Malwarebytes will comply with the European Economic Area data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area, pursuant to the EU-US Privacy Shield and the E.U. Standard Contractual Clauses for data transfer, where applicable.

12. Agreement to Arbitrate – U.S. Malwarebytes for Home Customers.

(a) Agreement to Arbitrate:

If you are a Malwarebytes for Home customer and acquired the Software in the U.S. resident, you and Malwarebytes agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Software (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "**IP Protection Action**"). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Malwarebytes with written notice of your desire to do so by email to legal@malwarebytes.com within 30 days following the date you first purchase or obtain the Software (such notice, an "**Arbitration Opt-out Notice**"). If you don't provide Malwarebytes with an Arbitration Opt-out Notice within the 30 day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Client with an Arbitration Opt-out Notice, will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Client with an Arbitration Opt-out Notice, **you acknowledge and agree that you and Malwarebytes are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Malwarebytes otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this Section will be deemed void. Except as provided in the preceding sentence, this Section will survive any termination of this Agreement.

(b) Arbitration Rules:

The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

(c) Arbitration Process:

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration and a separate Demand for Arbitration for California residents). The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of

arbitrators. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

(d) Arbitration Location and Procedure:

Unless you and Malwarebytes otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of the documents that you and Malwarebytes submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(e) Arbitrator's Decision:

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of Section 9 ("Limitation of Liability") as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Malwarebytes will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

(f) Fees:

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, Malwarebytes will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

13. Feedback; Marketing.

If you provide any ideas, suggestions, or recommendations regarding the Software or the Database ("Feedback"), Malwarebytes will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. By providing Feedback, you grant Malwarebytes a worldwide, perpetual, irrevocable, sublicenseable, fully-paid and royalty-free license to use and exploit in any manner such Feedback. If you are using Malwarebytes Software in a business or for business purposes, you grant Malwarebytes the right to use your trade

name (and the corresponding trademark or logo) on the Malwarebytes website and marketing materials during and for your term as a customer.

14. General.

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. If you are a U.S. resident, Section 12 ("Agreement to Arbitrate – U.S. Customers") applies. If you are not a U.S. resident, you agree that any claims or actions regarding this Agreement may be brought solely in the state of federal courts located in the Northern District of California, and you waive any right to challenge jurisdiction and venue therein. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Malwarebytes' prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by email (we will email you at the email address you provided us when you initially purchased your license), and in each instance will be deemed given upon receipt. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Malwarebytes have executed a separate agreement. Any terms or conditions contained in your purchase order or other purchasing document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Malwarebytes and will be deemed null.

15. Contact Us.

If you have any questions regarding this Agreement, you may contact Malwarebytes at support@malwarebytes.com. If you wish to send us a legal notice, please start the subject line of your email with "Attention: Legal Department".

Malwarebytes

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Malwarebytes

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ad.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 7/2/2019

WARD:

SUBJECT: Agreement with Nearmap US, Inc. (not to exceed $115,500) for Aerial Imagery Subscription.

STAFF RECOMMENDATION:

Staff recommends approval of agreement.

BACKGROUND:

Several Departments throughout the City use aerial imagery for a variety of maps, projects and analysis purposes. Though aerial images are available through "free to use" online resources, the quality of those images can vary significantly, and images throughout the City can be taken years apart resulting in inconsistency which is not suitable for the majority of the City's needs).

Therefore, the City has historically elected to purchase Aerial imagery as a service which results in better quality images that can be utilized within the City's mapping system. Additionally, all the images are taken during the same time period which provides a consistent set of documents. These images have been obtained through a partnership between the City's Technology Services Division and the Kern County Mosquito Abatement to purchase a service that takes and processes aerial photographs of the City every four to five years. This services has cost approximate $40,000.

However, the quality of the imagery provided and the time between updates (due to costs) has became unsuitable for the needs of public safety and Development Services. Therefore. the Technology Services Division has been evaluating a subscription based service for aerial imagery for several months, and has identified Nearmap US Inc. as an appropriate vendor.

The proposed subscription based service will have imagery updated annually, at a higher quality and resolution, at a lower cost. The agreement is a three year subscription term with a not to exceed cost of $115,500 to be paid in three annual payments of $38,500.

ATTACHMENTS:

	Description	Type
🗋	Nearmap Agreement	Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over $40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY") and **Nearmap US, Inc** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of Aerial Imagery Acquisition and Subscription Services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: Provide current aerial imagery subscription covering the Planned survey region as illustrated in **Exhibit A** attached hereto and incorporated by reference herein. ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

    (1) A total amount not to exceed $ 115,500 and paid annually as follows:
        a. Year 1: $38,500
        b. Year 2: $38,500
        c. Year 3: $38,500

    CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an invoice for the portions of the Scope of Work completed and that invoice

is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on the later date of either August 13, 2022 or 3 years after subscription start date in **Exhibit B**, attached hereto and incorporated by reference herein.

4. **TERMINATION**. Either party may terminate this Agreement after giving the other party written notice as provided in Section 6 of the Product Agreement attached hereto and incorporated by reference herein as **Exhibit B.**

5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

7. **DIRECTION.** CONTRACTOR retains the right to provide reasonable directions, taking into account the characteristics of the services described herein are performed.

8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.

10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.

12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. INSURANCE.

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861,

CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

16.2.2 All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

16.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in

no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 .

17. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in those Exhibits shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: Nearmap US Inc.
10897 South River Front Parkway, Suite 150
South Jordan, UT 84095

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 30-0834546
CONTRACTOR is a corporation? Yes ✓ No _____
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed as of the date first written above.

"CITY" "CONTRACTOR"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

By:_____

Print Name: Tim Franke

Title: Vice President, Growth Marketing

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____

JOSHUA RUDNICK
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
CITY MANAGER'S OFFICE

By:_____

ALAN TANDY
City Manager

COUNTERSIGNED:

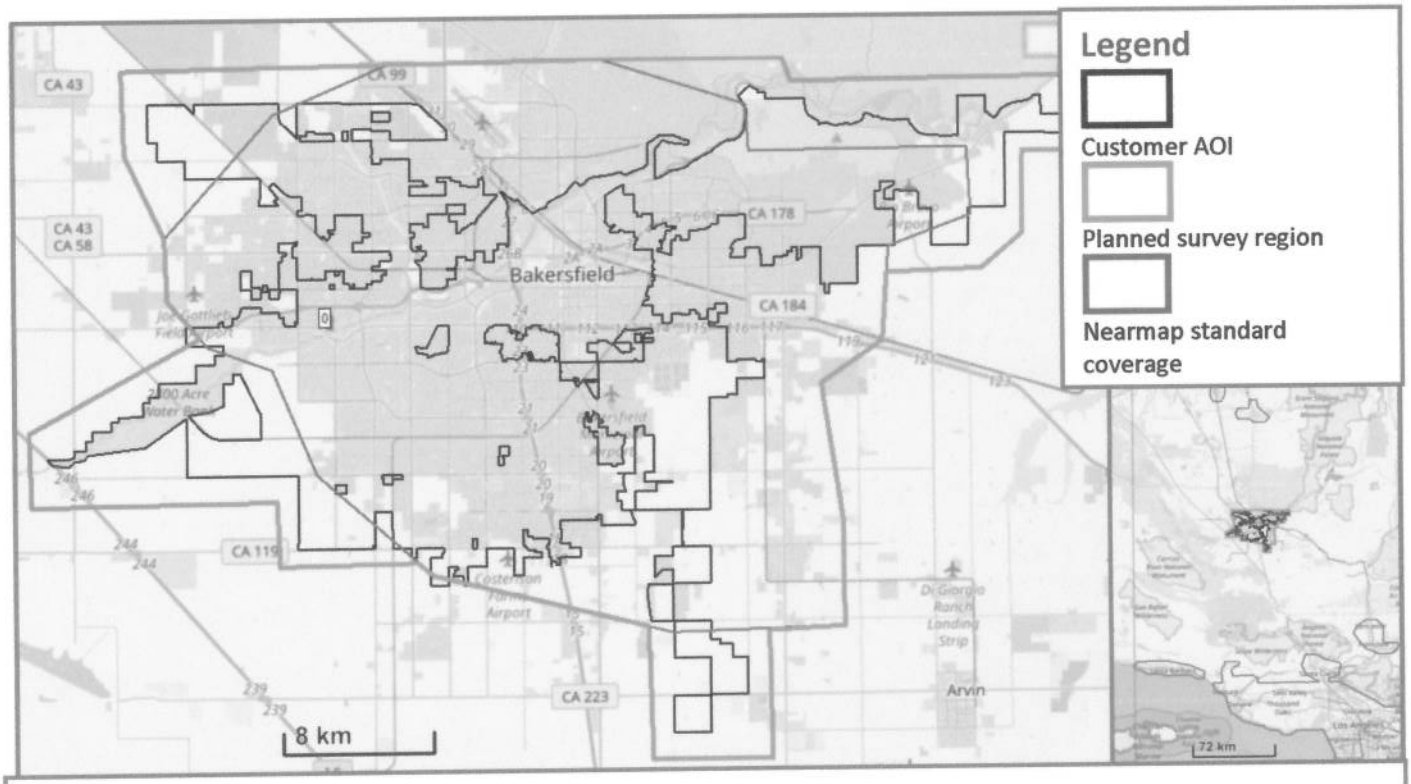
By:_____

RANDY MCKEEGAN
Finance Director

Attachment: Exhibit ___

Exhibit A

Proposed Nearmap Now Survey for City of Bakersfield, CA



Area of Interest (AOI) Details

Customer Name: City of Bakersfield, CA
Customer AOI File: BakersfieldCityLimits.kmz
Analysis run by: M.Alaupovic, Survey Operations
Analysis date: 2018 - 12 - 03
Customer requested area (AOI): 159 mi^2
Additional Survey Area Required: 83 mi^2

Technical Product Offering

Accuracy: Nearmap standard (better than 75cm RMSE horizontal accuracy).
Number of Captures: One per contract, unless otherwise agreed.
Capture Timing: To be captured as part of next scheduled capture of adjacent Nearmap coverage area.
Subscription: Required.
Offer includes: Vertical-view, Orthorectified aerial RGB imagery.
Offer does not include: Oblique view, 3D, LiDAR/elevation data, infrared, video, ground control.

Exhibit B

RENEWAL QUOTE

Nearmap US Inc.
10897 South River Front Parkway, Suite 150
South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Bakersfield	**Quote Number**	Q038033
Type	Renew Subscription	**Quote Expiry**	03/19/2019
Contract Commencement	Contract commences upon signing of quote.	**Contract Term**	36 Month
		Subscription Start Date	08/13/2019
Sales Rep	Glen Lapray	**Sales Rep Email**	glen.lapray@nearmap.com
Auto Renew	No	**Payment Term**	Net 30
Bill To	City of Bakersfield Katie Reed 1600 Truxtun Avenue, Bakersfield, California, 93301 (661) 326-3439 kereed@bakersfieldcity.us	**Ship To**	City of Bakersfield Katie Reed 1600 Truxtun Avenue, Bakersfield, California, 93301 (661) 326-3439 kereed@bakersfieldcity.us

PRODUCT	ANNUALIZED ESTIMATED USAGE	COVERAGE	SEATS	TOTAL
Nearmap Oblique for Government	50 GB	Nationwide	Unlimited	$20,000.00
Nearmap Now	NA	Please refer to the attached Survey Specification for details	NA	$33,000.00
Nearmap Now	NA	Please refer to the attached Survey Specification for details	NA	$22,500.00
			Subtotal	$115,500.00
			Estimated Tax	$0.00
			Total	**USD $115,500.00**

ACCEPTANCE OF Q038033

By selecting **"Yes"** or **signing below**, you acknowledge that (a) (i) you have the authority to agree to this Renewal Quote, and (ii) the Products Agreements attached below applies to this Renewal Quote, (b) you agree to pay the fees set forth herein, and (c) this Renewal Quote constitutes the terms applicable to your Renewal Term. You acknowledge that the Coverage Area by Nearmap is outlined at https://go.nearmap.com/current-aerial-maps.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The totals in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

nearmap

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial photography and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement and the Schedules, which together make up the legal agreement between the Licensee and Nearmap (**Agreement**).

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fee, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products in the Coverage Area for the Permitted Purpose (**License**).

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If you exceed the total number of Authorized Users, you will be in breach of this Agreement.

1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a **Renewal Term**) unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term. The Licensee will receive notice of any pricing changes or changes to the terms of this Agreement prior to the commencement of each Renewal Term. If Auto Renew is marked "No" in the Quote, this section 1.3 is not applicable to the Licensee.

1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by display of the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee use, copy, modify or distribute. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.

1.6 **Periodic Data Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data in the Period must not exceed the Periodic Data Allowance. The following conditions apply to the Licensee's Periodic Data Allowance:

(a) the Periodic Data Allowance used by the Licensee will be calculated at the end of every Period based on the total data usage of all users who access and use the Licensee's Nearmap account during that Period;

(b) if the Licensee elects to download Products available to the Licensee on the Website, this will be applied to the Periodic Data Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images will use a higher portion of the Periodic Data Allowance than downloading a lower resolution image;

(c) if the amount of data consumed by the Licensee in any given Period is less than the Periodic Data Allowance, the balance will not be rolled over to a following Period;

(d) the Licensee agrees that Nearmap may charge the Licensee additional fees, up to a maximum of the Excess Data Rate, for any use by the Licensee of the Products resulting in data consumption in excess of the Periodic Data Allowance;

(e) Nearmap will provide notice to the Licensee if it exceeds its Periodic Data Allowance for any Period; and

(f) if the Licensee exceeds the Periodic Data Allowance, Nearmap may, in its absolute discretion, elect to:

(i) restrict the Licensee's access to the Products until the Periodic Data Allowance is reset or until additional fees are paid; or

(ii) immediately cease the Licensee's access to the Products for the remainder of the Period.

1.7 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days the Term will be extended by the period of unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.

2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries and affiliates).

2.4 **Employees** The Licensee may make Products available to any employee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. The Licensee is responsible and liable for any Authorized User who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.5 **No machine learning** The Licensee must not conduct machine learning work which includes but is not limited to any:

(a) machine learning models (including the model form and model parameters);

(b) outputs of machine learning models;

(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or

(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and

(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;

(b) upload content or other information to the Website;

(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;

(d) use the Website in any way to send unsolicited (commercial or otherwise) e-mail or any material for marketing or publicity purposes, or any similar abuse of either;

(e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;

(f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;

(g) remove any content or information from the Website, other than that permitted under the terms of this License;

(h) falsify the true ownership of a Product or other material or information made available via the Website;

(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;

(j) use the Website other than in accordance with the Agreement;

(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or

(l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.

2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.5 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products and/or take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized user, by a different Authorized User to the person whom it was issued to or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that password/ID;

(b) restrict the Licensee's access to the Product including but not limited to low resolution imagery for the remainder of the month;

(c) immediately cease the Licensee's access to the Product;

(d) require the Licensee to pay for any additional charges in accordance with Nearmap's then current price list for the applicable Product, in respect of any such unauthorized use; and/or

(e) exercise any other right available to Nearmap under the terms of this Agreement.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the License, including without limitation protect its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the License or breach of its security and shall use best efforts to stop said breach.

3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain accurate and complete records regarding its use of the Products and the Licensee shall permit Nearmap (or its auditors) access to the business location(s), books and records, employees and/or contractors pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted and in which case the audit period can be expanded.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6.2. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is not made in full for any reason, the Licensee gives Nearmap permission to charge a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.

4.7 **Acceleration** In the event of the Licensee failing to pay Nearmap the Fees in full in accordance with the terms of this Agreement, all Fees (whether accrued or not) will become immediately due and payable.

4.8 **Amendments** Fees at the end of the Term may only be increased subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:

(i) License;
(ii) Products; and
(iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Regardless of anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website or any Product will pass to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to use Nearmap trademarks to the extent necessary to comply with the Licensee's obligations under the Agreement.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. The Licensee and Nearmap will jointly own all rights in and to any Product embedded in a Derivative Work.

8. THIRD PARTY PROVIDERS

8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee agrees to comply with the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.

(a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html

(b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (**AWS Services**) which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (http://aws.amazon.com/agreement/) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

(i) Privacy Policy (http://aws.amazon.com/privacy/)
(ii) Acceptable Use Policy (http://aws.amazon.com/aup/)
(iii) Terms of Use (http://aws.amazon.com/terms/)
(iv) Service Terms (http://aws.amazon.com/serviceterms/)
(v) Trademark Use Guideline (http://aws.amazon.com/trademark-guidelines/);

(c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (https://www.nearmap.com/legal-information/copyright)

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO

THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A WARRANTY WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the products and services. Without limiting any of the above, for the avoidance of doubt, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

9.8 **Indemnity** The Licensee agrees to indemnify Nearmap and its directors, officer, employees, agents and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;
(b) the Licensee's use of the Product for any purpose; and
(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 Nearmap will provide the Licensee with notice of any such claim or allegation, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright (**"Infringement Claim"**), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;
(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:
  (i) use of the Product in violation of this Agreement;
  (ii) modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing by Nearmap to modify the portion of the Product applicable to the Infringement Claim; or
  (iii) third-party products, services, hardware, software or other materials, or a combination of these with the Products would not be infringing without this combination; or
(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will use any data supplied by the Licensee as set out in Nearmap's Privacy Policy, available at http://go.nearmap.com/legal/privacy-policy.

11.2 By entering into this Agreement, the Licensee expressly consents to receiving by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (**Force Majeure Event**):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) promptly give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 The Product includes metadata and other confidential and proprietary information of Nearmap (**Confidential Information**). The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder and will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized user, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United State embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area (**Survey**). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may,in its absolute discretion, agree to provide the Survey to the Licensee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Nearmap Basic** This Section 16 will not be applicable to the Licensee if the License purchased is for a Nearmap Basic Product.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** The Licensee agrees that Nearmap may identify the Licensee as a Nearmap customer in Nearmap business materials.

Schedule 1

Additional Terms and Conditions

1. Notwithstanding the "Payment Term" section on the Quote, the Licence Fees is $38,500.00 for each year of the Term of the Agreement, payable by the Licensee to Nearmap in three (3) equal installments, as follows:
    a. the first installment of $38,500.00 is payable thirty (30) days from the date of invoice; and
    b. the second installment of $38,500.00 is payable one year from the date of original invoice.
    c. the third installment of $38,500.00 is payable two years from the date of original invoice
2. Section 1.6 of the agreement does not apply to this License.
3. Definitions of "Periodic Data Allowance" and "Excess Data Rate" in the Agreement do not apply to this License.
4. The Licensee agrees that the right to use the Product is only to be used, solely by the Licensee and at all times excludes making the Product available in any medium or manner (including but not limited to sharing or using the License (as defined in the Products Agreement)) with:
    a. any lower tier government, including but not limited to cities and township;
    b. any neighboring local governments, including but not limited to county, parish, city, or town governments; and/or
    c. any higher tier government, including but not limited to county, parish, state or provincial agency.
5. **Annual Actual Usage** Nearmap measures data usage by the Licensee under this License as follows:
    a. the data allowance used by the Licensee will be calculated at the end of the Term (or Renewal Term), based on the total data usage of all users who access and use the Licensee's Nearmap account during the Term (or Renewal Term) (**Annual Actual Usage**); and
    b. if the Licensee elects to download Products available to the Licensee on the Website or accesses the Product through other delivery methods made available by Nearmap from time to time, this will be applied to the Annual Actual Usage. The Licensee may have the option to elect to download high resolution images. Downloading these images will lead to a higher Annual Actual Usage than downloading a lower resolution image.
6. **Renewal** If the Agreement is renewed by mutual agreement between the parties, the parties will in good faith discuss the appropriate Annualized Estimated Usage of the Renewal Term based on the Licensee's usage pattern and/or the Annual Actual Usage during the current Term.
7. The Licensee is not permitted to
    a. use its access to the Website or the Products under this Agreement for the purposes of creating a database of images for resale, distribution, sub-license or other commercial purposes (unless expressly permitted under the Agreement) and mass downloads or bulk feeds of any imagery;
    b. pre-fetch, retrieve, cache, index, or store any Content, or portion of the Products with the exception being that the Licensee may store limited amounts of Content solely to improve the performance of the access to the Products due to network latency, and only if the Licensee does so temporarily, securely, and in a manner that does not permit use of the Content outside of the License, does not manipulate or aggregate any Content or portion of the Products and does not prevent Nearmap from accurately tracking usage and does not modify attribution in any way; and
    c. review, analyze and process the Products through use of machine learning tools, this includes creation of any new products by the Licensee.
8. For the purposes of this Nearmap for Government Product-Specific Terms,
    a. **Content** means any content made available to the Licensee in connection with the License and the Website; and
    b. **Annualized Estimated Usage** means the permitted use of data specified in the New Subscription Quote (or Renewal Quote and Amendment Quote) by the Licensee for the period of one (1) year from the Commencement Date.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Quote;
(b) the Additional Terms and Conditions; and
(c) this agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Nearmap employee or contractor will be an employee of the Licensee.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in Schedule 1.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by such party, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation)

Authorized User means the number of person specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Auto Renew means the section of the Quote titled "Auto Renew".

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means the date as specified in the "Contract Commencement" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Content means any content made available to the Licensee in connection with the License.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that includes or embeds all or part of a Nearmap Product.

Excess Data Rate means the rate of additional fees that the Licensee pays per megabyte for its use of the Products beyond the Period Data Allowance, being:

(a) if the Licensee pays its Fees on a monthly basis, the Fees per month divided by the Periodic Data Allowance; or
(b) if the Licensee pays its Fees on a yearly basis, the Fees per year divided by 12 divided by the Periodic Data Allowance.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Operational Hours means 9am to 5pm PT.

Period means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Data Allowance means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Permitted Purpose means the use of Products by the Licensee in the Licensee's ordinary business and at all times excludes any:

(a) Commercial Purpose;
(b) Unlawful Purpose;
(c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
(d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote and, if applicable, the Survey.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedules means the schedules to the Quote, which form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Contract Term" section of the Quote, commencing on the (a) Commencement Date, or(b) Subscription Start Date (if a date is specified), whichever is a later date unless a Subscription Period is stated.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ae.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/23/2019

WARD: Ward 4

SUBJECT: Median Fee Reimbursement Agreement between the City of Bakersfield and Woodside 06N, LP (not to exceed $74,545.60) for median construction on Stockdale Highway along the frontage of Tentative Tract Map 7240.

STAFF RECOMMENDATION:

Staff recommends approval of agreement.

BACKGROUND:

The City Municipal Code requires that medians be constructed on arterial streets. Therefore, Tentative Tract Map (TTM) 7240 includes a condition of approval for the Developer to construct 1,472 lineal feet of median along the tract frontage on Stockdale Highway, between Claudia Autumn Drive to approximately 100 lineal feet from the western edge of the tract. In accordance with this condition, the Developer expended $186,442.85 in eligible costs to construct the new median.
Sufficient median fees have been received from the developer of Parcel Map 11767 located on the north side of Stockdale Highway to cover 50% of the cost of 1,335 lineal feet of the median improvements.

The proportional cost for each developer of the median is $63.33 per lineal foot ($186,442.85 ÷ 1,472 lineal feet = $126.66; $126.66 ÷ 2 = $63.33). Therefore the TTM 7240 Developer is eligible for a median reimbursement of $84,545.60 (1,335 lineal feet X $63.33). This amount is being reduced by $10,000 since the Develoepr did not construct the median along the full frontage of TTM 7240 by approximately 100 lineal feet.

The CITY will reimburse TTM 7240 Developer by $74,545.60 ($169,091 x 0.50 less $10,000 remaining median fees) for its proportionate share of the costs of median construction.

ATTACHMENTS:

	Description	Type
🗋	Median Fee Reimbursment Agr	Agreement

AGREEMENT NO. _____

MEDIAN FEE REIMBURSEMENT AGREEMENT

This **MEDIAN FEE REIMBURSEMENT AGREEMENT** ("Agreement") is made and entered into on _____ by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City"), and **WOODSIDE 06N, LP**, a California limited partnership ("Developer").

RECITALS

WHEREAS, Developer is developing Tentative Tract Map 7240 located at the southwest corner of Stockdale Highway and Claudia Autumn Drive;

WHEREAS, the conditions of Tentative Tract Map 7240 require Developer to construct the median on Stockdale Highway along the frontage of Tentative Tract Map 7240;

WHEREAS, Developer has constructed 1,472 linear feet of median as required by Tentative Tract Map 7240 and referenced on Exhibit "A";

WHEREAS, City has received median fees from other developers who were obligated to construct the median or pay in lieu fees;

WHEREAS, Developer has expended $186,442.85 to construct the median, as shown on the cost account summary on Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, Developer is entitled to receive reimbursement from the available median fees paid by previous developers for the construct of the median.

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Developer mutually agree as follows:

1. **PAYMENT TO DEVELOPER.** Upon completion and acceptance by City of the median improvements as required by Tentative Tract Map 7240, City will pay Developer Seventy Four Thousand Five Hundred Forty-Five Dollars and 60 Cents ($74,545.60) as reimbursement for the construction costs from the proportionate share of median in-lieu fees paid by other developers obligated to construct the median. After the in-lieu funds are

paid, City will have no further obligation to reimburse or pay developer for the construction of the median.

2. **ASSIGNMENT.** Developer may not assign or transfer this Agreement or any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable, or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) without City's written consent. If CITY elects to consent to an assignment, the assignment will be subject to any terms and conditions that City may choose to impose. Any purported assignment not consented to by City is prohibited and will be unenforceable and otherwise null and void without the need for further action by City.

3. **MISCELLANEOUS.**

3.1. BINDING EFFECT. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

3.2. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code will not apply to the interpretation of this Agreement.

3.3. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

3.4. INDEMNITY. Developer must indemnify, defend, and hold harmless City and City's officers, agents, and employees 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, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party

indemnified hereunder, except for City's sole active negligence or willful misconduct.

3.5. MERGER AND MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by the City Council and signed by all the parties.

3.6. NEGATION OF PARTNERSHIP. City will not become or be deemed a partner or joint-venturer with Developer or associate in any such relationship with Developer by reason of the provisions of this Agreement. Developer will not for any purpose be considered an agent, officer, or employee of City.

3.7. TAX NUMBERS.

Developer's Federal Tax Identification No. 26-3036685.
Developer is a corporation? Yes ___ No __X__ .

3.8. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:	CITY OF BAKERSFIELD Public Works Department Attn: Assistant Public Works Director 1501 Truxtun Avenue Bakersfield, California, 93301
DEVELOPER:	Woodside 06N, LP 9 River Park Place, Suite 430 Fresno, CA 93720

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

"CITY"	**"DEVELOPER"**
CITY OF BAKERSFIELD	**WOODSIDE 06N, LP**
By: _____	By: _____
KAREN GOH Mayor	Print Name: Kerry Medellin
	Title: Authorized Signer

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

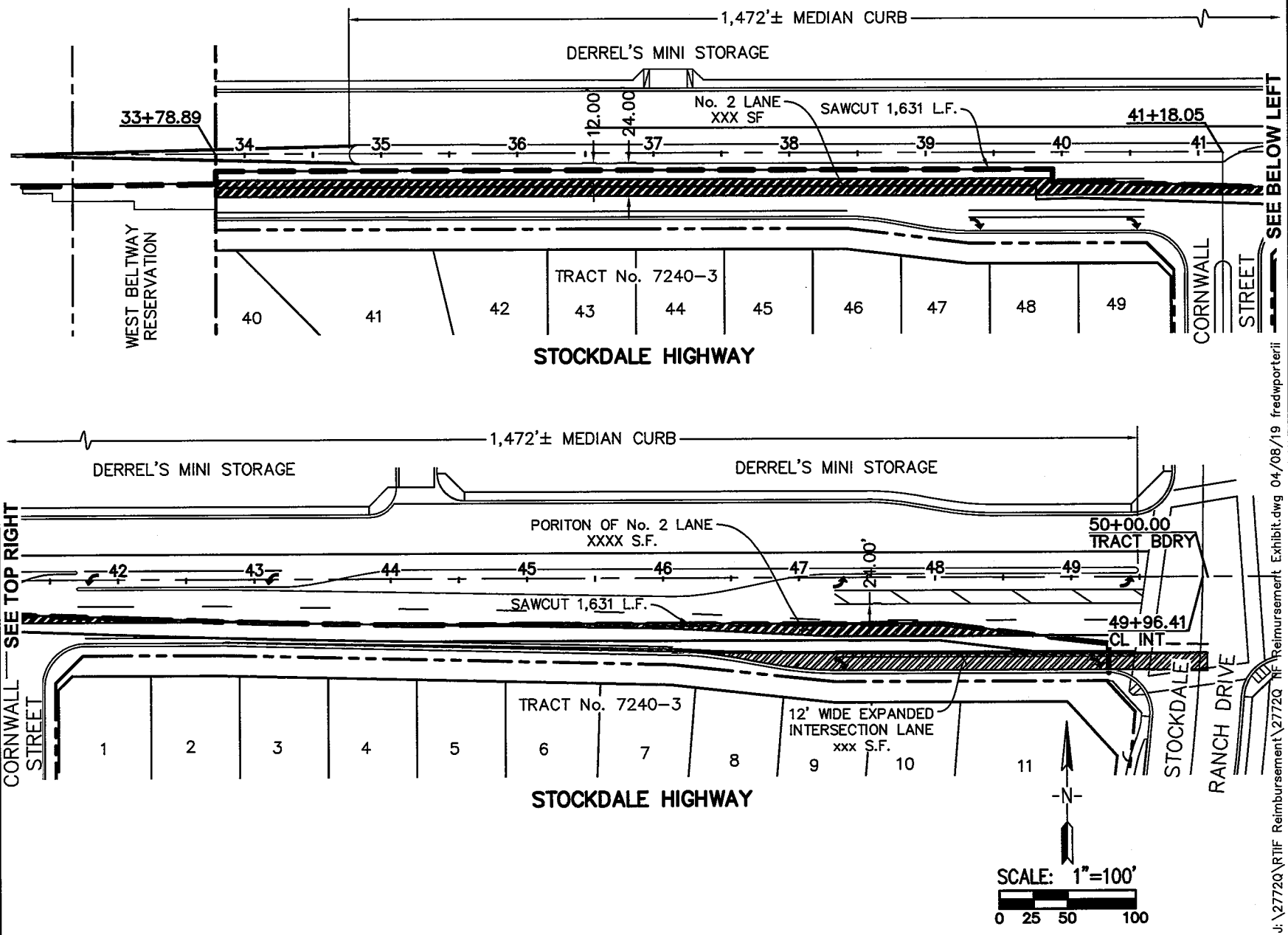
COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments

Exhibit "A"
Exhibit "B"

EXHIBIT A



PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st St, Bakersfield, CA 93301
661.327.0362 FAX 661.327.1065

EXHIBIT "B"
TRACT 7240
STOCKDALE HWY TIF REIMBURSEMENT

DATE:	4/8/2019
JOB No.	2772Q
ENGINEER:	FP2
DRAFTSMEN:	NMS
SHEET	1
OF	1 SHEETS

J:\2772Q\RTIF Reimbursement\2772Q TIF Reimursement Exhibit.dwg, SHEET 1, 4/8/2019 1:37:42 PM, fredwporterii, Adobe PDF, Letter, 1:1

J:\2772Q\RTIF Reimbursement\2772Q TIF Reimursement Exhibit.dwg 04/08/19 fredwporterii

EXHIBIT B

Median Work

Engineering		
Median Design	$	2,400.00
Median staking and Calculations	$	6,814.80
Concrete		
Back Fill Median and Fine Grade	$	11,715.00
Form & Pour Stamped Concrete	$	77,856.00
"M" Median Curb	$	27,312.75
Landscape		
Landscaping Design	$	4,800.00
Boring and Sleeves for Water to Median	$	13,880.30
Median Irrigation	$	13,548.00
Median Landscape	$	20,982.00
Median 1 Year Maintenance	$	4,200.00
Median Traffic Control	$	2,784.00
Woodside Time		
Supervisor time (3hr x$50.00)	$	150.00
Total	$	186,442.85

EXHIBIT B

PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st Street, Bakersfield, California 93301
661.327.0362 FAX 661.327.1065

RECEIVED
AUG 3 1 2017

July 31, 2017

899756

WOODSIDE 06N, LP
ATTN: ACCOUNTS PAYABLE
9 RIVER PARK PLACE EAST, SUITE 430
FRESNO, CA 93720

Job Number: FP214-2772P
In Reference To: TRACT 7240 STOCKDALE RIVER RANCH
BAKERSFIELD, CA
MEDIAN DESIGN-NORTH SIDE OF STOCKDALE HWY
Invoice No.: 22176

BILLED TO DATE (100% OF $2,400)	$2,400.00
LESS PREVIOUS BILLINGS	($0.00)
CURRENT AMOUNT DUE	$2,400.00

	Amount
Progress billing amount	$2,400.00

Completed by JLy 30, 2017

5007 4803
30121

EXHIBIT B

Kendell Bates

From: fred2@portercivil.com
Sent: Thursday, December 6, 2018 4:05 PM
To: Kendell Bates; 'Daniel Padilla'; 'Paul Sheats'
Cc: Matt Smith
Subject: RE: Stockdale Hwy Median Fee

Hi Kendell,

I pulled our staking billing summary. We staked median in Stockdale Highway in August and September of 2017. Our total median staking including surveying crew time, mileage, and materials for both sides of the median was [redacted] attributed to the northside.

Thanks,

Freddie Porter
Registered Civil Engineer
Qualified SWPPP Developer / Qualified SWPPP Practitioner

Porter & Associates, Inc.
1200 21st Street, Bakersfield, CA 93301
Tele: 661-327-0362 Fax: 661-327-1065
www.portercivil.com

From: Kendell Bates <Kendell.Bates@woodsidehomes.com>
Sent: Wednesday, December 05, 2018 3:45 PM
To: fred2@portercivil.com; 'Daniel Padilla' <dpadilla@bakersfieldcity.us>; 'Paul Sheats' <psheats@bakersfieldcity.us>
Cc: Matt Smith <MattS@woodsidehomes.com>
Subject: RE: Stockdale Hwy Median Fee

Freddie, Thanks for the help and yes please send those over.

Best-

Kendell Bates Land Development Coordinator
9 River Park Place, Suite 430
Fresno, CA 93720
Phone: (559)437-5011



From: fred2@portercivil.com <fred2@portercivil.com>
Sent: Wednesday, December 5, 2018 2:42 PM
To: Kendell Bates <Kendell.Bates@woodsidehomes.com>; 'Daniel Padilla' <dpadilla@bakersfieldcity.us>; 'Paul Sheats' <psheats@bakersfieldcity.us>
Cc: Matt Smith <MattS@woodsidehomes.com>
Subject: RE: Stockdale Hwy Median Fee

EXHIBIT B

BURTCH Construction

Invoice

RECEIVED
FEB 2 1 2018
BY: .....

Date: 02/19/2018
INVOICE # 11375-RET

TO
Woodside 08N, LP
Attn: Accounts Payable
9 River Park Place East
#430
Fresno, CA 93720

Salesperson	Job	Payment Terms	Due Date
	Tract 7240 Phase 3 & 5	Due on receipt	02/19/2018

Qty	Description	Unit Price	Line Total
	RETENTION BILLING		
	Retention Billing (RE: Invoice #113751) 897836		$7,748.55
	Retention Billing (Re: Invoice #113754)		$12,523.20
	Retention Billing (Re: Invoice #113756)		$4,688.45
	Retention Billing (Re: Invoice #113758)		$12,545.28
	Retention Billing (Re: Invoice #113759)		$442.00
	Retention Billing (Re: Invoice #1137514) 897836/899700		$2,192.25
	Retention Billing (Re: Invoice #1137516) 897836		$16,014.89
	Retention Billing (Re: Invoice #1137517)		$3,561.03
	Retention Billing (Re: Invoice #1137518) 897839/900256		$13,279.18
	Retention Billing (Re: Invoice #1137523) 900643		$1,748.00

EH
2/2/18

Subtotal	$74,742.83
Retention	
Total Due	$74,742.83

*Thank you for your **business!***

*Burtch Trucking, Inc., dba Burtch **Construction** P.O. Box 80546, **Bakersfield,** CA 93380*
Phone 661-399-1736 Fax 661-399-3356

EXHIBIT B

BURTCH Construction

Invoice

8978360
900325

RECEIVED
NOV 29 2017
BY: .....

Date: 10/31/2017
INVOICE # 1137518

TO
Woodside 06N, LP
Attn: Accounts Payable
9 River Park Place East
#430
Fresno, CA 93720

Salesperson	Job	Payment Terms	Due Date
	Tract 7240 Phase 3 & 5	Due on receipt	10/31/2017

Qty	Description	Unit Price	Line Total
	CONCRETE - PH 3		
	4.5' Attached Sidewalk 460 sf @ $2.30		$1,058.00
	CONCRETE - PH 5		
	4.5' Attached Sidewalk 80 sf @ $2.30		$184.00
	4.5' Attached Driveway 220 sf @ $2.60		$572.00
	ASPHALT PAVING - STOCKDALE HWY PH 3		
	.20' AC/ .70' AB/1.35' OG 95% 55,955 sf @ $.74		$41,406.70
	STAMPED MEDIAN CONCRETE		
	Back Fill Median, Fine Grade & Compact for Stamped (6' @ 90%)		
	11,715 sf @ $1.00		$11,715.00
	Form & Pour Stamped Concrete 11,715 sf @ $6.40		$74,976.00
	Additional Footage 450 sf @ $6.40		$2,880.00

10/31/17

Subtotal	$132,791.70
Retention	$13,279.17
Total Due	$119,512.53

EXHIBIT B

8978326

BURTCH Construction

Invoice

RECEIVED
OCT 23 2017

Date: 09/30/2017
INVOICE # 1137517

TO
Woodside 06N, LP
Attn: Accounts Payable
9 River Park Place East
#430
Fresno, CA 93720

Salesperson	Job	Payment Terms	Due Date
	Tract 7240 Phase 3 & 5	Due on receipt	09/30/2017

Qty	Description	Unit Price	Line Total
	STOCKDALE HWY PHASE 3		
	Traffic Control 17 days @ $300.00		$5,100.00
	CONCRETE - STOCKDALE HWY PH3		
	Type "M" Median Curb 2,985 lf @ $9.15		$27,312.75
	5.5' Attached Sidewalk 560 sf @ $2.30		$1,288.00
	CONCRETE - INTERIOR PHASE 3		
	Type "M" Median Curb 190 lf @ $9.15		$1,738.50
	Sub Grade Prep Median Curb 190 lf @ @ $.90		$171.00

61 9/20/17

Subtotal	$35,610.25
Retention	$3,561.03
Total Due	$32,049.22

Make all checks payable to Burtch Construction

Thank you for your business!

Burtch Trucking, Inc., dba Burtch Construction P.O. Box 80546, Bakersfield, CA 93380

Phone 661-399-1736 Fax 661-399-3356

EXHIBIT B

Landscape Development

898548

RECEIVED
MAR 2 4 2017
BY:

Invoice

Invoice #: **350928**
Inv. Date: Feb 28, 2017
Job #: 1365200

Woodside O6N, LP
9 River Park Place East, #430
Fresno, CA 93720

Job Name: Tract 7240 LMD Design
Contract #: PO#900456
Billing Client Code: whc

SCHEDULE OF VALUES INVOICE

(PLEASE SEE THE ATTACHED CONTINUATION SHEET FOR DETAILS)

ORIGINAL CONTRACT SUM:		$4,800.00
Net change by change orders:		$0.00
CONTRACT SUM TO DATE:		$4,800.00
WORK COMPLETED AND BILLED TO DATE:	100.00	~~$4,800.00~~
UNBILLED RETENTION OF COMPLETED WORK:	0.00%	$0.00
TOTAL EARNED LESS UNBILLED RETENTION:		$4,800.00
LESS PREVIOUS DRAW REQUESTS:		$4,320.00
AMOUNT DUE THIS INVOICE BEFORE TAX:		$480.00
SALES TAX THIS INVOICE:	0.00%	$0.00
AMOUNT DUE THIS INVOICE:		**$480.00**
BALANCE TO FINISH, PLUS UNBILLED RET.:		$0.00

INVOICE NOTES

Final billing for design services. Billed in accordance to PO#900456.

GV
2/28/17

license #450067
landscapedevelopment.com
28447 Witherspoon Parkway
Valencia
California 91355
Phone 661-295-1970
Fax 661-295-1969

EXHIBIT B

Landscape Development

INVOICE CONTINUATION SHEET

Application (Invoice) for payment is attached

Job #, Contract #: 1365200 PO#900456
Client Name: Woodside O6N, LP

Application Number: 350928
Application Date: Feb 28, 2017
Job Name: Tract 7240 LMD Design

Scheduled Value	Previous Billings	Gross Amt. This Bill	Retention This bill	Net Amt. This Bill	Balance to Finish	Tot. Earned Retention
$4,800.00	$4,320.00	$480.00	$0.00	$480.00	$0.00	$0.00

Line#	Description	Scheduled Value	Quantity	Previous Bills	Qty. This Bill	Gross $ This Bill	Retention Held	Net Amt. This Bill	Balance to Finish	Earned Retention
1	Median design-set up	$960.00	8.00	$864.00	0.80	$96.00	$0.00	$96.00	$0.00	$0.00
2	Median design-irrigation	$1,440.00	12.00	$1,296.00	1.20	$144.00	$0.00	$144.00	$0.00	$0.00
3	Median design-planting	$960.00	8.00	$864.00	0.80	$96.00	$0.00	$96.00	$0.00	$0.00
4	Median design-details/specifications	$480.00	4.00	$432.00	0.40	$48.00	$0.00	$48.00	$0.00	$0.00
5	Median design-city coordination	$240.00	2.00	$216.00	0.20	$24.00	$0.00	$24.00	$0.00	$0.00
6	Median design-review and redlines	$480.00	4.00	$432.00	0.40	$48.00	$0.00	$48.00	$0.00	$0.00
7	Median design-plot and submit	$240.00	2.00	$216.00	0.20	$24.00	$0.00	$24.00	$0.00	$0.00

Note: Sales tax, if applicable, is shown only on the actual invoice.

EXHIBIT B

Landscape Development

RECEIVED
OCT 10 2017
BY: .....

Invoice

Invoice #: 356662
Inv. Date: Sep 30, 2017
Job #: 1497500

Woodside O6N, LP
9 River Park Place East, #430
Fresno, CA 93720

Job Name: Stockdale River Ranch Phase II
Contract #: PO#900508
Billing Client Code: whc

8998999

SCHEDULE OF VALUES INVOICE

(PLEASE SEE THE ATTACHED CONTINUATION SHEET FOR DETAILS)

ORIGINAL CONTRACT SUM:		$13,880.30
Net change by change orders:		$0.00
CONTRACT SUM TO DATE:		$13,880.30
WORK COMPLETED AND BILLED TO DATE:	100.00	$13,880.30
UNBILLED RETENTION OF COMPLETED WORK:	0.00%	$0.00
TOTAL EARNED LESS UNBILLED RETENTION:		$13,880.30
LESS PREVIOUS DRAW REQUESTS:		$3,747.68
AMOUNT DUE THIS INVOICE BEFORE TAX:		$10,132.62
SALES TAX THIS INVOICE:	0.00%	$0.00
AMOUNT DUE THIS INVOICE:		**$10,132.62**
BALANCE TO FINISH, PLUS UNBILLED RET.:		$0.00

INVOICE NOTES

Invoice for the completion of boring, mainline sleeves and frontage@ Stockdale River Ranch, Ph. II. Billed according to PO#900508.

GB
9/15/17

License #450067
landscapedevelopment.com
28447 Witherspoon Parkway
Valencia
California 91355
Phone 661-295-1970
Fax 661-295-1969

EXHIBIT B

Landscape Development

INVOICE CONTINUATION SHEET

Application (Invoice) for payment is attached

Application Number: 356662
Application Date: Sep 30, 2017
Job Name: Stockdale River Ranch Phase

Job #, Contract #: 1497500 PO#900508
Client Name: Woodside O6N, LP

Scheduled Value	Previous Billings	Gross Amt. This Bill	Retention This bill	Net Amt. This Bill	Balance to Finish	Tot. Earned Retention
$13,880.30	$3,747.68	$10,132.62	$0.00	$10,132.62	$0.00	$0.00

Line#	Description	Scheduled Value	Quantity	Previous Bills	Qty. This Bill	Gross $ This Bill	Retention Held	Net Amt. This Bill	Balance to Finish	Earned Retention
1	[redacted]	[redacted]	1.00	$3,747.68	0.73	$10,132.62	$0.00	$10,132.62	$0.00	$0.00

Note: Sales tax, if applicable, is shown only on the actual invoice.

EXHIBIT B

Landscape Development

Invoice

Invoice #: 365535
Inv. Date: Oct 31, 2018
Job #: 1497500

Woodside O6N, LP
9 River Park Place East, #430
Fresno, CA 93720

Job Name: Stockdale River Ranch Phase II
Contract #: PO#899871 OP
Billing Client Job#56079803
Code: whc

SCHEDULE OF VALUES INVOICE

(PLEASE SEE THE ATTACHED CONTINUATION SHEET FOR DETAILS)

ORIGINAL CONTRACT SUM:		$171,570.00
Net change by change orders:		$0.00
CONTRACT SUM TO DATE:		$171,570.00
WORK COMPLETED AND BILLED TO DATE:	98.92%	$169,720.00
UNBILLED RETENTION OF COMPLETED WORK:	0.00%	$0.00
TOTAL EARNED LESS UNBILLED RETENTION:		$169,720.00
LESS PREVIOUS DRAW REQUESTS:		$169,673.75
AMOUNT DUE THIS INVOICE BEFORE TAX:		$46.25
SALES TAX THIS INVOICE:	0.00%	$0.00
AMOUNT DUE THIS INVOICE:		**$46.25**
BALANCE TO FINISH, PLUS UNBILLED RET.:		$1,850.00

INVOICE NOTES

Retention billing for the 10th month of maintenance on frontage and median during the period of 8/21/18- 9/20/18. Billed according to PO#899871 OF. Please refer to original invoice 365123.

Approved By
NOV 27 18
Vance Herring

OK
9/20/18

License #450067
landscapedevelopment.com
28447 Witherspoon Parkway
Valencia
California 91355
Phone 661-295-1970
Fax 661-295-1969

EXHIBIT B

Landscape Development

INVOICE CONTINUATION SHEET

Application (Invoice) for payment is attached

Job #, Contract #: 1497500 PO#899871 OP
Client Name: Woodside O6N, LP

Application Number: 365535
Application Date: Oct 31, 2018
Job Name: Stockdale River Ranch Phase

Scheduled Value	Previous Billings	Gross Amt. This Bill	Retention This bill	Net Amt. This Bill	Balance to Finish	Tot. Earned Retention
$171,570.00	$169,673.75	$46.25	$0.00	$46.25	$1,850.00	$0.00

Line#	Description	Scheduled Value	Quantity	Previous Bills	Qty. This Bill	Gross $ This Bill	Retention Held	Net Amt. This Bill	Balance to Finish	Earned Retention
1	Frontage irrigation	$69,370.00	1.00	$69,370.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2	Frontage landscape	$50,345.00	1.00	$50,345.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	Frontage 1 year maintenance	$6,900.00	12.00	$5,721.25	1.00	$28.75	$0.00	$28.75	$1,150.00	$0.00
4	[redacted]	[redacted]	1.00	$13,548.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	[redacted]	[redacted]	1.00	$20,982.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	[redacted]	[redacted]	12.00	$3,482.50	1.00	$17.50	$0.00	$17.50	$700.00	$0.00
7	Traffic control plans	$454.00	1.00	$454.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8	[redacted]	[redacted]	1.00	$2,284.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9	Frontage traffic control	$2,987.00	1.00	$2,987.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Note: Sales tax, if applicable, is shown only on the actual invoice.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements af.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 8/2/2019

WARD:

SUBJECT: Hold Harmless Agreement between the Bakersfield Police Department and Ulrich Barns of California.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Bakersfield Police Department's (BPD) training office is having a recruitment booth at the Kern County Fair this year. As part of BPD's recruitment efforts, BPD's Defensive Tactics team would like their force option simulator, which simulates officer use of force scenarios in an effort to better prepare for real life situations.

Ulrich Barns of California has agreed to allow BPD to use their custom built blue and white mini barn from September 18, 2019 through September 29, 2019, for the purpose of housing and implementing their Force Option Simulator and allowing the community to participate in use of force decisions. In exchange for using the mini barn, BPD desires to hold harmless Ulrich Barns of California from any claims or litigation arising out of this Agreement. City staff recommends that City Council approve the Agreement.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement

AGREEMENT NO. _____

CITY OF BAKERSFIELD
HOLD HARMLESS AGREEMENT

This **HOLD HARMLESS AGREEMENT** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a Charter city and municipal corporation (hereinafter "CITY"), and **ULRICH BARNS OF CALIFORNIA** (hereinafter "LENDER"). CITY and LENDER are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, CITY's Defensive Tactics team through the Bakersfield Police Department simulates officer use of force scenarios in an effort to better prepare for real life situations; and

WHEREAS, CITY will have a booth at the Kern County Fair from September 18, 2019 through September 29, 2019 that will allow the public to use the Force Option Simulator; and

WHEREAS, LENDER desires to allow CITY to use a custom built blue and white mini barn in order for CITY to use for the Force Option Simulator and allow the community to participate in use of force decisions; and

WHEREAS, in exchange for using the mini barn, CITY desires to hold harmless LENDER from any claims and/or litigation arising out of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, CITY and LENDER agree as follows:

1. **USE OF MINI BARN.** LENDER will allow CITY to use a custom mini barn at the Kern County Fair from September 18, 2019 through September 29, 2019 in order for the community to participate in use of force scenarios. The mini barn will be transported and erected by LENDER. CITY will be responsible for the mini barn's maintenance throughout its use at the Kern County Fair.

2. **HOLD HARMLESS.** Upon CITY's use of the mini barn by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, CITY shall hold harmless LENDER from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of CITY, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of CITY's use of the mini barn.

3. TERM. Unless terminated sooner, as set forth herein, this Agreement shall terminate at midnight on September 29, 2019.

4. AUTHORITY TO ENTER AGREEMENT. Each individual signing this Agreement on behalf of CITY and LENDER has been fully and properly authorized to execute this Agreement on behalf of the respective parties and this Agreement constitutes the legal, valid and binding obligation of each party hereto, and the same is enforceable in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"LENDER"
ULRICH BARNS OF CALIFORNIA

By:_____

Print Name: WILLARD MARTIN
Title: MARKET PRESIDENT

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By:_____
LYLE D. MARTIN
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

VGK/vlg

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ag.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 8/1/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 18-017 with ShotSpotter, Inc., to comply with CalOES Subaward #US17016203, Project Safe Neighborhoods Grant, terms and regulations.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The City of Bakersfield entered into Agreement 18-017 with ShotSpotter, Inc., on January 10, 2019 to install the ShotSpotter Gunshot Location System in Bakersfield to improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire. The ShotSpotter program, is funded in part through a sub-award grant (#US17016203) from the California State Office of Emergency Services (CalOES), under the Federal Project Safe Neighborhoods grant program.

All contracts, funded by sub-award grant #US170162063, are subject to the requirements and regulations set forth in the CalOES Sub-Recipient Handbook and Grant Guidelines, and the Code of Federal Regulations. An on-site compliance assessment from CalOES has identified missing elements in Agreement No. 18-017. Therefore, BPD and ShotSpotter, Inc. have agreed to amend Agreement No. 18-017 to align with State and Federal regulations.

The missing provisions remedied with this Amendment No.1 to Agreement 18-017 are as follows:

- Clean Air Act and Federal Water Pollution Control Act provision [Title 2 CFR, Appendix II to Part 200 (G)]
- Byrd Anti-Lobbying Amendment provision [Title 2 CFR, Appendix II to Part 200 (I)]
- Penalty clause tor punitive measures when a contract is not fulfilled Termination tor cause/convenience (Cal OES SRH §3610)

- Compliance with Equal Employment Opportunity (41 CFR § 60)
- Notice of awarding agency reporting requirements (Cal OES SRH §3610)
- Notice of awarding agency regarding patent rights and copyrights (Cal OES SRH §3610)
- Compliance with Energy Policy and Conservation Act (Cal OES SRH §3610)
- Retention of records tor three years after grant closure (Cal OES SRH §3610)

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	Agrmt 18-017(1) ShotSpotter, Inc	Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEMS 8.ag., 8. ax., & 8. be.

The signed Agreement had not yet been returned to Staff at the time of publication of the Agenda for today's meeting. However, subsequent to the publication of the Agenda, a signed copy of the Agreement was received and is attached for review. No other changes to the content of the Agreement have been made.

lr

AGREEMENT NO. 18-017(1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 18-017

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-017 is made and entered into on 8/2/2019, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **SHOTSPOTTER, INC.**, a Delaware corporation ("CONTRACTOR").

RECITALS

WHEREAS, on January 10, 2018, CITY and CONTRACTOR entered into Agreement No. 18-017 for the purpose of CONTRACTOR installing the ShotSpotter Gunshot Location System in Bakersfield to improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police-community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire; and

WHEREAS, CITY has been awarded sub-award grant #US17016203 from the California State Office of Emergency Services (CalOES), under the Federal Project Safe Neighborhoods grant program, to fund the services rendered by CONTRACTOR through this agreement; and

WHEREAS, contracts, funded by sub-award grant #US170162063, are subject to the requirements and regulations set forth in the CalOES Sub-Recipient Handbook and Grant Guidelines, and the Code of Federal Regulations; and

WHEREAS, on May 22-23, 2019, the California Governor's Office of Emergency Services (Cal OES), conducted an on-site compliance assessment, including examining selected documentation that supported CITY's expenditures and performing certain procedures as necessary to determine compliance with the Code of Federal Regulations (CFR), the Cal OES Subrecipient Handbook (SRH) and grant guidelines; and

WHEREAS, as a result of the on-site assessment, CalOES has identified missing elements in Agreement No. 18-017; and

WHEREAS, the parties desire to amend Agreement No. 18-017 to include the requirements originally required; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Sections 4 through 5 of Agreement No. 18-017 entitled "TERMINATION" and "COMPLIANCE WITH ALL LAWS are hereby amended to read as follows:

4. TERMINATION. Either party may terminate this Agreement for cause or convenience after giving the other party written notice ten days before the termination is effective, as provided herein, including the termination provisions in the ShotSpotter Flex Service Agreement incorporated herein as Exhibit A.

5. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, including Title 2 CFR, Appendix II to Part 200: (G) Clean Air Act (42 U.S.C. 7401-7671q.); the Federal Water Pollution Control Act (U.S.C. 1251-1387; (I) the Byrd Anti-Lobbying Amendment (31 U.S.C 1352); the Equal Employment Opportunity per Executive Oder 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60; the Energy Policy and Conservation Act as amended, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

2. Section 35 through 38 entitled "PENALTY CLAUSE," "NOTICE REGARDING REPORTING REQUIREMENTS," "NOTICE REGARDING COPYRIGHT AND PATENT RIGHTS," and "RETENTION OF RECORDS are added to Agreement No. 18-017 and hereby read as follows:

35. PENALTY CLAUSE. In the event of a breach of any of the provisions under this Agreement, resulting in CalOES disallowing reimbursement to CITY for the costs of this agreement, under the Project Safe Neighborhoods Grant #US170162063, CONTRACTOR shall be liable to CITY for an immediately due and payable penalty of the amount disallowed, without prejudice to any other rights provided for by law or under this Agreement such as the right to specific performance, the right to an injunction or the right to claim damages in lieu of this penalty. The CONTRACTOR's obligations with respect to indemnification

and limitation of liability are set forth in the ShotSpotter Flex Services Agreement incorporated herein as Exhibit A.

36. NOTICE REGARDING REPORTING REQUIREMENTS. CONTRACTOR retains all ownership of the data and software, which CITY has been granted access and use in accordance with the SpotSpotter Flex Services Agreement incorporated herein as Exhibit A. CONTRACTOR is required to provide all data collected to CITY in order for CITY to meet Cal OES reporting requirements.

37. NOTICE REGARDING COPYRIGHT AND PATENT RIGHTS. All activities supported under this Agreement are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include, but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," Cal OES owns all rights comprised in the copyright, and therefore Cal OES reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. Additionally, If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, with Cal OES grant funds, the project must refer the discovery or invention to Cal OES. Determination of rights to inventions or discoveries shall be made by Cal OES, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, Cal OES shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with Cal OES grant funds. As further defined in the ShotSpotter Flex Services Agreement incorporated herein as Exhibit A, this Agreement provides the City with a license to use the CONTRACTOR's standard Services, which includes the CONTRACTOR's software and data. No "work for hire" will be provided under this Agreement. The CONTRACTOR retains all right and title to its intellectual property including, but not limited to its software and data.

38. RETENTION OF RECORDS. CITY must retain all records related to this Agreement for three years after all final payments have been made and all other pending matters are closed.

3. Except as amended herein, all provisions of Agreement No. 18-017 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-017 to be executed the day and year first above written.

"CITY"
BAKERSFIELD OF BAKERSFIELD

By:_____ Date:_____
KAREN GOH
Mayor

"AGENCY"
SHOTSPOTTER, INC.

By: _____ Date: 8/2/2019
JEAN CHAY
Controller

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____ Date: 8/6/19
LYLE D. MARTIN
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____ Date: 8/6/19
VIRIDIANA GALLARDO-KING
Associate Attorney

COUNTERSIGNED:

By: _____ Date:_____
RANDY MC KEEGAN
Finance Director

AGREEMENT NO. 18-017(1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 18-017

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-017 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **SHOTSPOTTER, INC.**, a Delaware corporation ("CONTRACTOR").

R E C I T A L S

WHEREAS, on January 10, 2018, CITY and CONTRACTOR entered into Agreement No. 18-017 for the purpose of CONTRACTOR installing the ShotSpotter Gunshot Location System in Bakersfield to improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police-community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire; and

WHEREAS, CITY has been awarded sub-award grant #US17016203 from the California State Office of Emergency Services (CalOES), under the Federal Project Safe Neighborhoods grant program, to fund the services rendered by CONTRACTOR through this agreement; and

WHEREAS, contracts, funded by sub-award grant #US170162063, are subject to the requirements and regulations set forth in the CalOES Sub-Recipient Handbook and Grant Guidelines, and the Code of Federal Regulations; and

WHEREAS, on May 22-23, 2019, the California Governor's Office of Emergency Services (Cal OES), conducted an on-site compliance assessment, including examining selected documentation that supported CITY's expenditures and performing certain procedures as necessary to determine compliance with the Code of Federal Regulations (CFR), the Cal OES Subrecipient Handbook (SRH) and grant guidelines; and

WHEREAS, as a result of the on-site assessment, CalOES has identified missing elements in Agreement No. 18-017; and

WHEREAS, the parties desire to amend Agreement No. 18-017 to include the requirements originally required; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Sections 4 through 5 of Agreement No. 18-017 entitled "TERMINATION" and "COMPLIANCE WITH ALL LAWS are hereby amended to read as follows:

4. TERMINATION. Either party may terminate this Agreement for cause or convenience after giving the other party written notice ten days before the termination is effective, as provided herein, including the termination provisions in the ShotSpotter Flex Service Agreement incorporated herein as Exhibit A.

5. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, including Title 2 CFR, Appendix II to Part 200: (G) Clean Air Act (42 U.S.C. 7401-7671q.); the Federal Water Pollution Control Act (U.S.C. 1251-1387; (I) the Byrd Anti-Lobbying Amendment (31 U.S.C 1352); the Equal Employment Opportunity per Executive Oder 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60; the Energy Policy and Conservation Act as amended, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

2. Section 35 through 38 entitled "PENALTY CLAUSE," "NOTICE REGARDING REPORTING REQUIREMENTS," "NOTICE REGARDING COPYRIGHT AND PATENT RIGHTS," and "RETENTION OF RECORDS are added to Agreement No. 18-017 and hereby read as follows:

35. PENALTY CLAUSE. In the event of a breach of any of the provisions under this Agreement, resulting in CalOES disallowing reimbursement to CITY for the costs of this agreement, under the Project Safe Neighborhoods Grant #US170162063, CONTRACTOR shall be liable to CITY for an immediately due and payable penalty of the amount disallowed, without prejudice to any other rights provided for by law or under this Agreement such as the right to specific performance, the right to an injunction or the right to claim damages in lieu of this penalty. The CONTRACTOR's obligations with respect to indemnification

and limitation of liability are set forth in the ShotSpotter Flex Services Agreement incorporated herein as Exhibit A.

36. NOTICE REGARDING REPORTING REQUIREMENTS. CONTRACTOR retains all ownership of the data and software, which CITY has been granted access and use in accordance with the SpotSpotter Flex Services Agreement incorporated herein as Exhibit A. CONTRACTOR is required to provide all data collected to CITY in order for CITY to meet Cal OES reporting requirements.

37. NOTICE REGARDING COPYRIGHT AND PATENT RIGHTS. All activities supported under this Agreement are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include, but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," Cal OES owns all rights comprised in the copyright, and therefore Cal OES reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. Additionally, If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, with Cal OES grant funds, the project must refer the discovery or invention to Cal OES. Determination of rights to inventions or discoveries shall be made by Cal OES, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, Cal OES shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with Cal OES grant funds. As further defined in the ShotSpotter Flex Services Agreement incorporated herein as Exhibit A, this Agreement provides the City with a license to use the CONTRACTOR's standard Services, which includes the CONTRACTOR's software and data. No "work for hire" will be provided under this Agreement. The CONTRACTOR retains all right and title to its intellectual property including, but not limited to its software and data.

38. RETENTION OF RECORDS. CITY must retain all records related to this Agreement for three years after all final payments have been made and all other pending matters are closed.

3. Except as amended herein, all provisions of Agreement No. 18-017 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-017 to be executed the day and year first above written.

"CITY"
BAKERSFIELD OF BAKERSFIELD

By:_____ Date:_____
KAREN GOH
Mayor

"AGENCY"
SHOTSPOTTER, INC.

By: _____Date:_____
JEAN STRICKLER
Controller

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____Date:_____
LYLE D. MARTIN
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____Date:_____
VIRIDIANA GALLARDO-KING
Associate Attorney

COUNTERSIGNED:

By: _____Date:_____
RANDY MC KEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ah.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 8/1/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 18-019 with California State University Bakersfield, Auxiliary for Sponsored Programs Administration, to comply with CalOES Subaward #US17016203, Project Safe Neighborhoods Grant, terms and regulations.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The Bakersfield Police Department (BPD) has installed the ShotSpotter Gunshot Location System in Bakersfield, to improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire.

The ShotSpotter program, is funded in part through a sub-award grant (#US17016203) from the California State Office of Emergency Services (CalOES), under the Federal Project Safe Neighborhoods grant program. This grant award includes a requirement for an evaluation of the program. To this end, the City entered into Agreement 18-019 with California State University Bakersfield (CSUB), on February 18, 2018, to provide a research team designed to monitor and evaluate the program's effectiveness, and to provide law enforcement and the public with a detailed analysis.

Contracts, funded by sub-award grant #US170162063, are subject to the requirements and regulations set forth in the CalOES Sub-Recipient Handbook and Grant Guidelines, and the Code of Federal Regulations. An on-site compliance assessment from CalOES has identified missing elements in Agreement No. 18-019. Therefore, BPD and CSUB have agreed to amend Agreement No. 18-019 to align with State and Federal regulations.
This amendment No.1 to Agreement No. 18-019 revises Section 1, entitled "Compensation/Payment Procedure" by converting the Weighted Teaching Units (WTUs) formula to an hourly rate formula (rate x hours x days). This amendment also replaces the original budget (Exhibit A) with the new budget (Exhibit C), reflecting the revised formula

and reducing the not to exceed compensation from $109,792 to $105,170 due to a decrease in estimated student intern participation.

ATTACHMENTS:

	Description	Type
🗋	Agrmt 18-019(1) CSUB - ShotSpotter Evaluation	Agreement

Procurement Contract
Amend 1
No. GRA 3349

AGREEMENT NO. 18-019 (1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 18-019

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-019 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, (hereinafter "CITY") and CALIFORNIA STATE UNIVERSITY BAKERSFIELD, Auxillary for Sponsored Programs Administration (hereinafter "AGENCY").

RECITALS

WHEREAS, CITY has installed the ShotSpotter Gunshot Location System in Bakersfield, to improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire; and

WHEREAS, CITY and AGENCY have entered into Agreement No. 18-019, for AGENCY to evaluate the system's effectiveness and effect on community relationships between the public and the Bakersfield Police Department; and

WHEREAS, CITY has been awarded sub-award grant #US17016203 from the California State Office of Emergency Services (CalOES), under the Federal Project Safe Neighborhoods grant program, to fund the services rendered by AGENCY through this agreement; and

WHEREAS, contracts, funded by sub-award grant #US170162063, are subject to the requirements and regulations set forth in the CalOES Sub-Recipient Handbook and Grant Guidelines, and the Code of Federal Regulations; and

WHEREAS, an on-site compliance assessment from CalOES has identified missing elements in Agreement No. 18-019; and

WHEREAS, CITY and AGENCY have agreed to amend Agreement No. 18-019 to align with State and Federal regulations,

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and AGENCY mutually agree as follows:

1. Section 1 of Agreement No. 18-019 entitled "Compensation/Payment Procedure" is hereby amended to read as follows:

> **1. COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay AGENCY based on documented actual hours worked and the rates for performing the Scope of Work, as detailed in the budget, herein attached as **Exhibit C**.
>
> CITY will pay AGENCY within 30 days after AGENCY submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to AGENCY for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to AGENCY. In no case will CITY compensate AGENCY more than $105,170.00 for performing the Scope of Work.

2. Exhibit C, referenced herein, is hereby amended to be calculated as estimates of actual costs instead of Weighted Teaching Units (WTUs). See attachment.

3. Section 3 of Agreement No. 18-019 entitled "Term" is hereby amended to read as follows:

> **3. TERM.** This MOU shall end on September 30, 2019.

4. Except as amended herein, all provisions of Agreement No. 18-109 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-019 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____ Date:_____
KAREN GOH
Mayor

"AGENCY"
CALIFORNIA STATE UNIVERSITY BAKERSFIELD, Auxiliary for Sponsored Programs Administration

By: _____ Date: 7/31/19
VERNON HARPER
Interim Provost

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____ Date:_____
LYLE D. MARTIN
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____ Date:_____
VIRIDIANA GALLARDO-KING
Associate Attorney

COUNTERSIGNED:

By: _____ Date:_____
RANDY MC KEEGAN
Finance Director

California State University, Bakersfield **Exhibit C**

Direct and Indirect Cost:	**Year 1**	**Year 2**	**TOTAL**
A. Personnel			
Zachary Hays (release time) Approximately 34 hours per month x $52.71 per hour x 9 months	$ 16,128	$ 16,128	$ 32,257
Zachary Hays (summer salary) Approximately 56 hours per month x $52.71 per hour x 3 months	$ 8,961	$ 8,961	$ 17,922
1 Undergraduate Student Approximately 10 hours per week x $13.00 per hour x 20 weeks	$ -	$ 2,600	$ 2,600
B. Fringe Benefits			
Zachary Hays at 48% of release time	$ 7,741	$ 7,741	$ 15,482
Zachary Hays at 16% of summer salary	$ 1,434	$ 1,434	$ 2,868
1 Undergraduate Student at 16% of summer salary	$ -	$ 416	$ 416
C. Equipment			
D. Supplies			
Supplies			
E. Travel			
Professional and Research Group Meeting			
PI			
Students			
F. External Evaluator			
F. Participant Support			
G. Total Direct Cost	$ 34,264	$ 37,280	$ 71,544
H. Indirect cost (F 8 A) at 47% MTDC less equipment and participant cost	$ 16,104	$ 17,522	$ 33,626
I. Estimated Total Direct and Indirect Costs	**$ 50,368**	**$ 54,802**	**$ 105,170**

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ai.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 8/1/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 18-109 with Bakersfield City School District to continue to provide school resource officers to the District for the 2019-20 school year.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The Bakersfield Police Department (BPD) and the Bakersfield City School District (BCSD) have partnered, per Agreement No. 18-109, to provide School Resource Officers dedicated to BCSD schools for three school years beginning August 1, 2018. The terms of the agreement require an annual renewal, to be exercised upon mutually agreeable terms. BSCD has provided written confirmation that they would like to continue the agreement for another year.

This amendment No.1 to Agreement No. 18-109, revises Section 2, entitled "Term" to extend services through July 31, 2020, with the option to renew one additional year. The amendment also revises Section 7, entitled “Compensation”, to extend billable hours through the Summer School session.

Under this agreement the BPD will assign up to four full-time School Resource Officers to work with District and site administration, parents, students, the surrounding community, and other appropriate outside agencies as needed, to primarily address chronic absenteeism and truancy, as well as support a positive school climate and school safety.

The goal of this partnership is to reduce chronic absenteeism, chronic truancy, violence, drug and alcohol use, gang involvement, bullying, and harassment in the community to help in ensuring District schools are safe learning environments with positive school culture.

ATTACHMENTS:

	Description	Type
🗋	Agrmt 18-109(1) BCSD SRO Program	Agreement

APPROVED AS TO FORM BCSD Assistant Superintendent, Business

AGREEMENT NO. 18-109 (1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 18-109

THIS AMENDMENT NO. 1 TO AGREEMENT NO. _____ is made and entered into on _____, by and between the CITY OF BAKERSFIELD, a municipal corporation, ("**City**") and the BAKERSFIELD CITY SCHOOL DISTRICT, a public school district and a subdivision of the State of California ("**District**"). Bakersfield Police Department ("**BPD**") is within the City, and unless otherwise specified, BPD and City will be used interchangeably in this Agreement. City and District may be individually referred to as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, CITY and DISTRICT have entered into Agreement No. 18-109; and

WHEREAS, the parties desire to amend Agreement No. 18-109, for the City to continue to provide school resource officers to the District for the primary purposes of addressing chronic absenteeism and truancy, and secondarily to support a positive school climate and safety for a target area within the District and City; and

WHEREAS, City and District have agreed to extend the term for one additional year, and to expand services to cover the weeks summer school is in session,

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and District mutually agree as follows:

1. Section 2 of Agreement No. 18-109 entitled "Term" is hereby amended to read as follows:

Term. The term of this Agreement shall commence on August 1, 2018, and continue through July 31, 2020, however, and shall be renewable for one additional year. Renewal options shall be exercised upon mutually agreeable terms. Either Party may terminate this Agreement as set forth below.

2. Section 7 of Agreement No. 18-109 entitled "Compensation" is hereby amended to read as follows:

Compensation. The District will pay up to four (4) school resource officers assigned under this Agreement at the rate of **$6,000** per officer, per two (2) weeks of services. The District will only be billed for the weeks the District schools are in session plus one additional week immediately prior to the first week of school year and one additional week immediately following the last week of the school year. The District may also be billed for the weeks summer school is in session, if school resource officers are requested. Any overtime will be charged to the District at actual costs to the City in addition to the baseline figure quoted above, if such overtime is approved in writing by the District prior to being invoiced for it.

3. Except as amended herein, all provisions of Agreement No. 18-109 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-109 to be executed the day and year first above written.

"City"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"District"
BAKERSFIELD CITY SCHOOL DISTRICT

By: _____
STEVE MC CLAIN
Asst. Superintendent,
Business Services

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Associate Attorney

Insurance: _____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____
LYLE D. MARTIN
Chief of Police

COUNTERSIGNED:

By: _____
RANDY MC KEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent - Agreements aj.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/26/2019

WARD: Ward 1

SUBJECT: Amendment No. 3 to Agreement No. 16-165 with Abacus IMT, Inc. (extend term by one year), to provide internal combustion engine repair and maintenance for the Wastewater Division.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

Wastewater Treatment Plant No. 2 has two cogeneration internal combustion engines that use digester gas to produce electricity that offset electrical costs. One of the engines (manufactured by Waukesha) is in need of routine repair and maintenance beyond the expertise of staff.

On June 28, 2016, the City issued a Request for Qualifications (RFQ) for internal combustion engine repair and maintenance services. Abacus IMT, Inc. (Abacus) was determined to be the most qualified company to perform the required services after responding to the RFQ. Therefore, the City Council approved Agreement No. 16-165 with Abacus on August 17, 2016, in the amount of $60,000. Agreement No. 16-165 provided for renewal of the agreement for three consecutive one-year periods upon mutually agreeable terms.

Amendment No. 1, approved by Council on August 16, 2017, extended the term to August 31, 2018, and increased the compensation by $60,000 for a revised not to exceed compensation amount of $120,000.

Amendment No. 2, approved by Council on August 15, 2018, extended the term to August 31, 2019, and increased the compensation by $60,000 for a revised not to exceed compensation amount of $180,000.

Proposed Amendment No. 3 will extend the term to August 31, 2020. This request to exercise the option to extend the contract for one additional year is based on current operational conditions and the need to maintain the Waukesha engine in good working condition.

Sufficient funds are budgeted to fund this agreement from Sewer Enterprise funds. Therefore,

there is no General Fund impact associated with this amendment.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	Amendment No. 3	Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEM 8.aj. and 8.ao.

After the agenda posting, two agreements with contractor signature were unintentionally omitted. Agreements are attached.

lr

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-164

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-164 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **CENTRISYS CORPORATION**, a Corporation, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on August 17, 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-164 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for dewatering centrifuges; and

WHEREAS, on August 16, 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, on August 15, 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. 3 to Agreement No. 16-164, to renew and extend Agreement No. 16-164 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-164 as follows:

1. Section 12 of Agreement 16-164 entitled "Term" is hereby amended to read as follows:

> **12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-164 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-164 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
CENTRISYS CORPORATION

By:_____
Print Name: WILLIAM FAIRBAIRN
Title: VP

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-165

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-165 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **ABACUS IMT, INC.**, a Corporation, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on the 17th of August of 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-165 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for internal combustion cogeneration engines; and

WHEREAS, on the 16th of August of 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, on the 15th of August of 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. Three (3) to Agreement No. 16-165, to renew and extend Agreement No. 16-165 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-165 as follows:

1. Section 12 of Agreement 16-165 entitled "Term" is hereby amended to read as follows:

> 12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-165 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-165 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
ABACUS IMT, INC.

By:_____
Print Name: ROBERT ANGULO
Title: PRESIDENT

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-165

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-165 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a charter city and a municipal corporation (referred to herein as "CITY"), and **ABACUS IMT, INC.**, a Corporation, (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on the 17th of August of 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-165 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for internal combustion cogeneration engines; and

WHEREAS, on the 16th of August of 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, on the 15th of August of 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. Three (3) to Agreement No. 16-165, to renew and extend Agreement No. 16-165 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-165 as follows:

1. Section 12 of Agreement 16-165 entitled "Term" is hereby amended to read as follows:

> **12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-165 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-165 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	**ABACUS IMT, INC.**
By:_____	By:_____
KAREN GOH Mayor	Print Name:_____
	Title:_____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ak.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 7/2/2019

WARD: Ward 5

SUBJECT: Amendment No. 1 to Agreement No. 15-071 with Seven Oaks West Master Homeowners Association relating to the addition of Phase 2 involving the Maintenance of Park Facilities.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

On March 25, 2015, the City and Seven Oaks Master Homeowners Association (SOWMHA) entered into Agreement No. 15-071, a long term revocable license and maintenance agreement for the use of Park Facilities at the Belcourt at Seven Oaks Park on Campus Park Drive and Windermere Street (Belcourt Park).

In exchange for a 30 year license, SOWMHA agreed to provide and bear all maintenance costs for Belcourt Park for the same timeframe. At the time of the original Agreement, phase 1 of the Belcourt Park facilities, as depicted in Exhibit C of Agreement No. 15-071, was the only phase under the Agreement. SOWMHA would now like to add phase 2 of the Belcourt Park facilities as depicted in Exhibit D of Amendment No. 1 to Agreement No. 15-071 and provide and bear all its maintenance costs.

ATTACHMENTS:

	Description	Type
🗋	Amendment No. 1 to Agreement No. 15-071	Agreement

AGREEMENT NO. 15-071(1)

AMENDMENT NO. ONE (1) TO
BELCOURT AT SEVEN OAKS PARK LICENSE AGREEMENT NO. 15-071

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 15-071 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a charter city and a municipal corporation (referred to herein as "CITY"), and **SEVEN OAKS WEST MASTER HOMEOWNERS ASSOCIATION,** a California non-profit mutual benefit corporation ("SOWMHA" herein).

R E C I T A L S

WHEREAS, on March 25, 2015, CITY and SOWMHA entered into Agreement No. 15-071 which granted SOWMHA a license for use of Park Facilities, in exchange for SOWMHA providing and bearing all maintenance costs of said Park; and

WHEREAS, at the time the Agreement was entered into, phase 1 of the Park Facilities were depicted in Exhibit C attached hereto; and

WHEREAS, SOWMHA would now like to add phase 2 to the Park Facilities as depicted in Exhibit D attached hereto; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and SOWMHA mutually agree to amend Agreement No. 15-071 as stated above.

1. Paragraph 4, Section 4.2.2. of Agreement No. 15-071 entitled "MAINTENANCE OF PARK FACILITIES" is hereby amended to read as follows:

4.2.2. Maintenance of Park Facilities. At all times during the term hereof, SOWMHA shall maintain the Park Facilities, as outlined in Exhibit C and D, in a manner that is appropriate for a well maintained first-class park. This shall include mowing grass, field maintenance, landscaping, and maintenance of lighting facilities. Without limiting or otherwise affecting the foregoing, SOWMHA shall maintain the Park Facilities at a level at least consistent with the standard of maintenance within the City's Consolidated Maintenance District.

2. Except as amended herein, all other provisions of Agreement No. 15-071 shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One [1] to Agreement No. 15-071 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"SOWMHA"
SEVEN OAKS WEST MASTER HOMEOWNERS ASSOCIATION

By:_____

Print Name:

Title: President

APPROVED AS TO CONTENT:
RECREATION AND PARKS DEPARTMENT

By:_____
DIANNE HOOVER
Recreation and Parks Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

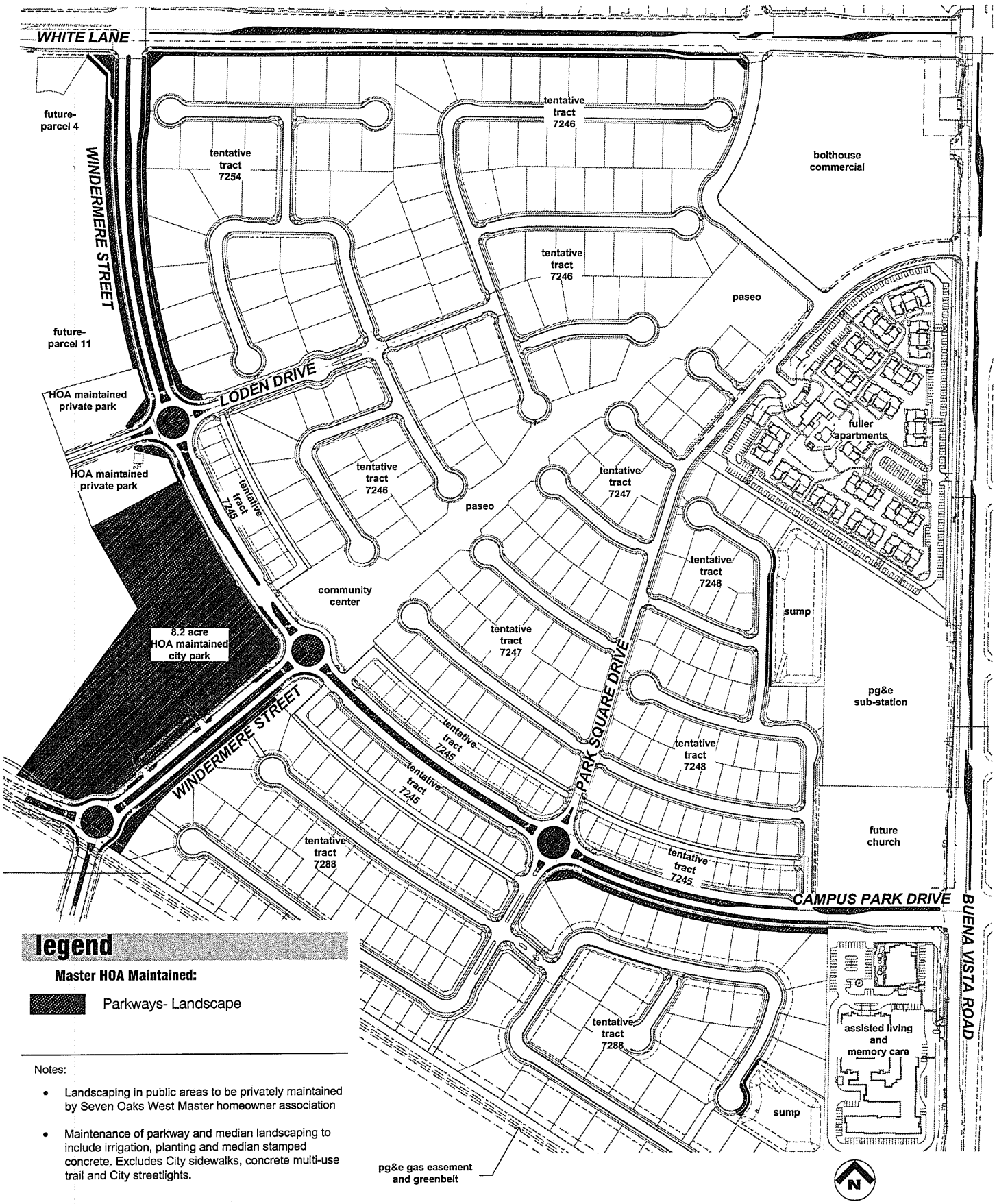
Insurance:_____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

VGK:pd
Attachments:
Exhibit C – Phase 1 of the Park

Exhibit D – Phase 2 of the Park



legend

Master HOA Maintained:

Parkways- Landscape

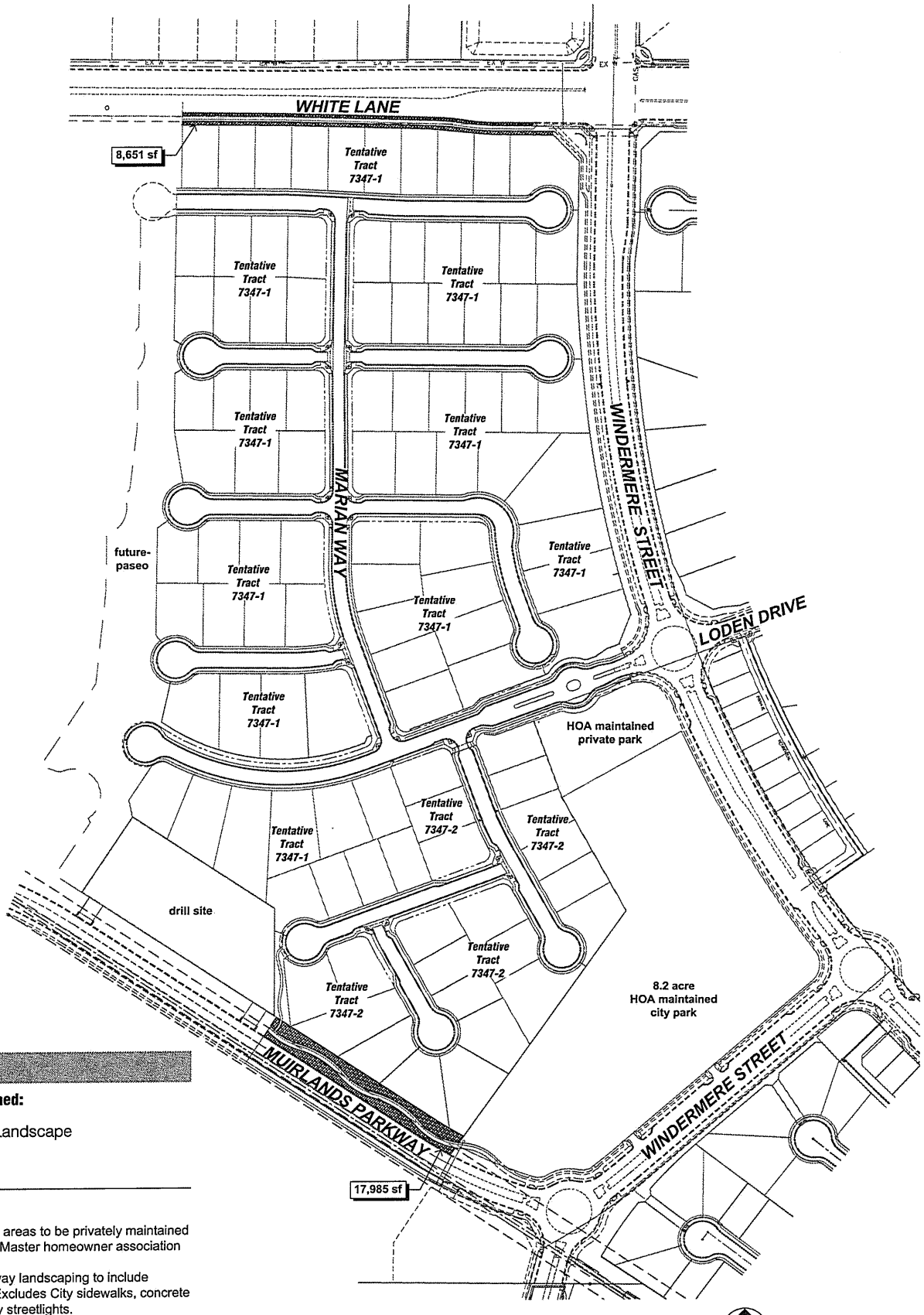
Notes:

- Landscaping in public areas to be privately maintained by Seven Oaks West Master homeowner association
- Maintenance of parkway and median landscaping to include irrigation, planting and median stamped concrete. Excludes City sidewalks, concrete multi-use trail and City streetlights.

Village 'F' Phase 1 | HOA Maintained Landscaping - Exhibit 'C'

Seven Oaks West Master Homeowners Association | Bakersfield, CA | February 25, 2015

Summers / Murphy & Partners
34197 Coast Highway, Suite 200
Dana Point, CA 92629 (949) 443-1446



legend

Master HOA Maintained:

Parkways- Landscape

Notes:

- Landscaping in public areas to be privately maintained by Seven Oaks West Master homeowner association
- Maintenance of parkway landscaping to include irrigation & planting. Excludes City sidewalks, concrete multi-use trail and City streetlights.

Village 'F' Phase 2 | HOA Maintained Landscaping - Exhibit 'D'

Seven Oaks West Master Homeowners Association | Bakersfield, CA | June 17, 2019

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1448

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements al.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/22/2019

WARD: Ward 5

SUBJECT: Amendment No. 1 to Transportation Impact Fee Credit Agreement No. 19-064 with Sierra Oaks Partners, LLC, for construction of a traffic signal at the intersection of White Lane and Windermere Drive.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The City and Sierra Oaks Partners, LLC are parties to Transportation Impact Fee Credit Agreement No. 19-064, dated May 8, 2019. The total credit amount is $190,000. To date, Sierra Oaks has exhausted $180,166 of their credit. Per the agreement, the only remaining tract that is eligible to receive the remaining credit is Tract 7248 Phase 3. However, due to Sierra Oaks Partners, LLC's development schedule, Tract 7248 Phase 3 isn't scheduled to begin construction until early 2020.

Therefore, Sierra Oaks Partners, LLC would like to exhaust the remaining credit immediately by adding Tract 7254 to the list.

Exhibit B of Transportation Impact Fee Credit Agr. No. 19-064 lists the tracts that will receive a Transportation Impact Fee credit. This amendment to Agr. No. 19-064 will add Tract 7254 to the list of tracts eligible to receive the transportation impact fee credit on Exhibit B.

ATTACHMENTS:

	Description	Type
🗋	Amendment 1 to Transportation Impact Fee Credit Agreement No. 19-064	Agreement

AGREEMENT NO. 19-064 (1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 19-064

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 19-064 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY" herein), and **SIERRA OAKS PARTNERS, LLC** ("DEVELOPER" herein).

R E C I T A L S

WHEREAS, on May 8, 2019, CITY and DEVELOPER entered into Agreement No. 19-064, wherein DEVELOPER received a Transportation Impact Fee credit (not to exceed $190,000) for the construction of a traffic signal at the corner of White Lane and Windermere Drive; and

WHEREAS, the parties now desire to enter into Amendment No. One (1) to Agreement No. 19-064, to modify the agreement's "Exhibit B." This amendment will add Tentative Tract 7254 to the list of tracts that are eligible to receive the Transportation Impact Fee (not to exceed $190,000).

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. "Exhibit B" of Agreement No. 19-064 is hereby amended to read as follows:

   The following Sierra Oaks Partners, LLC tract(s) will receive a Transportation Impact Fee credit (not to exceed $190,000) for a traffic signal constructed at the intersection of White Lane and Windermere Drive:

   Lot 10 Tract 7245
   Lots 1-7 Tract 7288-1
   Lots 9-14 Tract 7288-4
   Tract 7248-3
   Tract 7254

2. Except as amended herein, all provisions of Agreement No. 19-064 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 19-064 to be executed the day and year first above written.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

DEVELOPER

SIERRA OAKS PARTNERS, LLC

By: _____

Print Name: Jacob Mee

Title: Assistant Project Manager

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements am.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 7/10/2019

WARD: Ward 3

SUBJECT: Amendment No. 1 to Agreement No. 16-156 with Keith Barnes DBA The Garden Spot (extend term for one additional year) for concession services at the Mesa Marin Sports Complex.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

The Mesa Marin Sports Complex (Complex) contains a permanent concession facility to provide convenient food and beverage services to all visitors to the facility. The Complex offers year-long City softball league play and hosts various local, regional, and national softball tournaments. Having concession services available for the participants, spectators, and officials is an important component in hosting these types of events.

On August 17, 2016, Council approved agreement 16-156 with Keith Barnes dba The Garden Spot (Contractor) for an initial three (3) year period to provide concession services at the Complex with the option for two (2) additional one (1) year periods. The current agreement is scheduled to terminate on August 17, 2019.

As August 2019 approaches, staff proposes Amendment No. 1, which will extend the term of the agreement through August 17, 2020. Under the terms of the agreement, the Contractor will pay the City 10% of the gross monthly sales at the Complex concession facility and retain the remaining 90%. There is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
🗋	Amendment No. 1	Agreement

AGREEMENT NO. _____

AMENDMENT NO. ONE [1] TO
AGREEMENT NO. 16-156

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 16-156 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a charter city and a municipal corporation (referred to herein as "CITY"), and **KEITH BARNES, dba THE GARDEN SPOT** ("CONTRACTOR").

R E C I T A L S

WHEREAS, on the August 17, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-156, wherein CONTRACTOR would provide concession labor and concession services, including the sale of food and beverages as approved by CITY at the Mesa Marin Sports Complex; and

WHEREAS, the parties now desire to enter into Amendment No. One (1) to Agreement No. 16-156, extending the term of the Agreement for one additional year.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-156 as follows:

1. Section 6 of Agreement No. 16-156 entitled "**TERM AND TERMINATION**" is hereby amended to read as follows:

> **6.1 Term; Option to Extend.** Unless terminated sooner as set forth, this Agreement shall terminate on August 17, 2020. The agreement may be terminated by either party upon thirty (30) days written notice served by mail or personal service. This Agreement may be renewed at the option of CITY and CONTRACTOR for one (1) additional one (1) year period, upon terms satisfactory to CITY and CONTRACTOR.

2. Except as amended herein, all other provisions of Agreement No. 16-156 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One [1] to Agreement No. 16-156 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
KEITH BARNES, dba THE GARDEN SPOT

By:_____

Title: _____

APPROVED AS TO CONTENT:
RECREATION & PARKS DEPARTMENT

By:_____
DIANNE HOOVER
Director of Recreation & Parks

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance Approved by
Risk Management: _____

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements an.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/25/2019

WARD:

SUBJECT: Amendment No. 3 to Agreement No. 16-181 with Western Refining Company, LP (extend the term one year), to continue the supply of CSS-1H asphaltic emulsion.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

On August 17, 2016, the City Council approved the annual contract for supply of CSS-1H asphaltic emulsion with Western Refining Company, LP, formally known as Alon Asphalt Company, in the amount of $161,250; renewable annually thereafter for four consecutive one-year periods. On July 19, 2017, the City Council approved Amendment No. 1 extending the term one year and increasing compensation $160,000. On August 15, 2018, the City Council approved Amendment no. 2 extending the term one year and increasing compensation $160,000.

The Public Works Department, Streets Division, uses CSS-1H asphaltic emulsion when paving and patching City Streets. This bonding agent is sprayed on the asphalt surfaces prior to application of new material to adhere the new asphalt to the original surface. Currently, there is $200,000 available on this contract.

If approved, Amendment No. 3 will extend the term one year. Funds are budgeted in the Capital Outlay, General Fund Operating, Gas Tax, and SB1 Fund within the Public Works Department. Approval of the amendment allows the City to continue to meet the demand for street maintenance.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	Amend no 3 to Agmt 16-181 Western Refining	Agreement

MEMORANDUM

TO: City Clerk's Office

FROM: Randy McKeegan, Finance Director / *RMcM*

DATE: August 13, 2019

RE: **Item 8an. Western Refining Amendment**

The Finance Department submitted an administrative report to amend an agreement with Western Refining, which included a copy of the agreement that was not fully signed. There was some discrepancy in the insurance information that delayed the processing but the item has since been approved by Risk Management and will be ready for final signatures before the August 14, 2019 Council meeting.

AGREEMENT NO. 16-181 (3)

AMENDMENT NO. [3] TO
AGREEMENT NO. 16-181

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 16-181 is made and entered into on July 31, 2019, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **WESTERN REFINING COMPANY, LP** (referred to as "Contractor").

RECITALS

WHEREAS, on the August 17, 2016, the CITY and Western Refining Company, LP, formally known as Alon Asphalt company entered into Agreement No. 16-181 annual contract for supply of CSS-1H asphaltic emulsion in the amount of $161,250; and

WHEREAS, on July 19, 2017, Council approved Amendment No. 1 extending the contract term one year and increasing compensation in the amount of $160,000 to allow continuance of providing the supply of CSS-1H asphaltic emulsion; and

WHEREAS, on August 15, 2018, Council approved Amendment No. 2 extending the contract term one year and increasing compensation in the amount of $160,000 to allow continuance of providing the supply of CSS-1H asphaltic emulsion; and

WHEREAS, CITY and CONTRACTOR have agreed to extend the term one year to allow continuance of providing the supply of CSS-1H asphaltic emulsion.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 12 of Agreement No. 16-181 entitled "**TERM**" is hereby amended to read as follows:

12. TERM. Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term commencing on August 18, 2019. The agreement shall be renewable for one consecutive one-year period at the City's option and upon mutually agreeable terms.

2. Except as amended herein, all provisions of Agreement No. 16-181 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement No. 16-181 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

"CONTRACTOR"

WESTERN REFINING COMPANY, LP

By:_____

Print Name: Anthony Nader

Title: CA Marketing Manager

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By:_____

TERA LOVELESS
Assistant Finance Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Insurance Approved by

Risk Management: _____

CERTIFICATE OF SELF-INSURANCE COVERAGE

DATE: August 12, 2019

SELF INSURER

Western Refining Company, L.P.
(Marathon Petroleum Corporation)
539 South Main Street
Findlay, OH 45840
419-422-2121

This Certificate is issued to the Beneficiary noted below. The Certificate does not amend, extend or alter the coverage described below.

COVERED ENTITY OR ENTITIES

NAMED BENEIFICARY

City of Bakersfield
City Hall North
1600 Truxtun Avenue
Bakersfield, CA 93301

		Participation
COMPANY LETTER A	Western Refining Company, L.P.	100%

COVERAGES

THIS IS TO CERTIFY THAT THE ABOVE NAMED COVERED ENTITY OR COVERED ENTITIES PARTICIPATE IN MARATHON PETROLEUM CORPORATION'S CORPORATE INSURANCE PROGRAMS, WHICH CARRY THE SELF-FUNDED INSURANCE LIABILITIES AS DESCRIBED BELOW.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCURRENCE				$1,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTO ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				$1,000,000	
	PROPERTY ☐ FIRE & EXTENDED PERILS ☐ BUSINESS INTERRUPTION	Self-Insured Self-Insured				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPEICAL ITEMS

Annual contract for CSS-1H Asphaltic Emulsion

EACH COVERED ENTITY IS AFFORDED COVERAGE UNDER MARATHON PETROLEUM CORPORATION'S INSURANCE PROGRAMS SET FORTH ABOVE TO SATISFY INSURANCE REQUIREMENTS OF ANY CONTRACT ENTERED INTO BETWEEN BENEFICIARY AND ANY COVERED ENTITY. THIS CERTIFICATE OF SELF-INSURANCE PROGRAM DOES NOT IMPOSE ANY LIABILITY OR OBLIGATION ON MARATHON PETROLEUM CORPORATION OR ANY COVERED ENTITY OR EXPAND OR ALTER ANY LIABILITY OR OBLIGATIONS OF THE COVERED ENTITY UNDER THE APPLICABLE CONTRACT.

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured.

CERTIFICATE HOLDER

City of Bakersfield
City Hall North
1600 Truxtun Avenue
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY COVERED ENTITY CEASE TO PARTICIPATE IN MARATHON PETROLEUM CORPORATION'S INSURANCE PROGRAMS BEFORE THE APPLICABLE EXPIRATION DATE SET FORTH ABOVE, MARATHON PETROLEUM CORPORATION WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE MARATHON PETROLEUM CORPORATION, ANY COVERED ENTITY OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES.

By:

Authorized Representative, Marathon Petroleum Corporation

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group, Inc. - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence OH 44131	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-447-1050 **FAX (A/C, No):** 216-447-4088 **E-MAIL ADDRESS:** cleveland_hmi@hylant.com
INSURED MARAT-3 Western Refining Company, LP (a division of Marathon Petroleum Corporation) 539 South Main Street Findlay OH 45840	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Co — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 512897897 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		MWC31380219	7/1/2019	7/1/2020	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation in favor of the City of Bakersfield, its mayor, council, officers, agents, employees and volunteers is included where required by written contract.

CERTIFICATE HOLDER

CITY OF BAKERSFIELD
CITY HALL NORTH
1600 Truxtun Avenue
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: MWC 313802 19

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

DATE OF ISSUE: 07-01-19

© 1983 National Council on Compensation Insurance.

AGREEMENT NO. 16-181 (3)

AMENDMENT NO. [3] TO
AGREEMENT NO. 16-181

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 16-181 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **WESTERN REFINING COMPANY, LP** (referred to as "Contractor").

R E C I T A L S

WHEREAS, on the August 17, 2016, the CITY and Western Refining Company, LP, formally known as Alon Asphalt company entered into Agreement No. 16-181 annual contract for supply of CSS-1H asphaltic emulsion in the amount of $161,250; and

WHEREAS, on July 19, 2017, Council approved Amendment No. 1 extending the contract term one year and increasing compensation in the amount of $160,000 to allow continuance of providing the supply of CSS-1H asphaltic emulsion; and

WHEREAS, on August 15, 2018, Council approved Amendment No. 2 extending the contract term one year and increasing compensation in the amount of $160,000 to allow continuance of providing the supply of CSS-1H asphaltic emulsion; and

WHEREAS, CITY and CONTRACTOR have agreed to extend the term one year to allow continuance of providing the supply of CSS-1H asphaltic emulsion.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 12 of Agreement No. 16-181 entitled "**TERM**" is hereby amended to read as follows:

12. TERM. Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term commencing on August 18, 2019. The agreement shall be renewable for one consecutive one-year period at the City's option and upon mutually agreeable terms.

2. Except as amended herein, all provisions of Agreement No. 16-181 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement No. 16-181 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	**WESTERN REFINING COMPANY, LP**
By:_____	By:_____
KAREN GOH Mayor	Print Name: _____
	Title:_____

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By:_____
TERA LOVELESS
Assistant Finance Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Insurance Approved by

Risk Management: _____

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ao.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/26/2019

WARD: Ward 6

SUBJECT: Amendment No. 3 to Agreement No. 16-164 with Centrisys Corporation (extend term one year) to provide dewatering centrifuge repair and maintenance services for the Wastewater Division.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

Wastewater Treatment Plant No. 3 has four dewatering centrifuges that are critical to the solids handling of the treatment process. The purpose of the centrifuges is to extract water from the sludge leaving the digesters and to produce biosolids that can be spread onto City-owned farm fields. Due to the mechanics of the centrifuges, regular maintenance and repair is necessary, as well as periodic rebuilding.

Centrisys Corporation (Centrisys) was selected to perform the required services after responding to the City's Request for Qualifications (RFQ), released June 13, 2016, for dewatering centrifuges repair and maintenance. Agreement No. 16-164 with Centrisys was awarded at the August 17, 2016, City Council meeting for $100,000. This agreement also provided for three consecutive one year extensions upon mutually agreeable terms.

Amendment No. 1, approved by Council on August 16, 2017, extended the term to August 31, 2018, and increased the compensation by $100,000 for a revised not to exceed compensation amount of $200,000. Amendment No. 2, approved by Council on August 15, 2018, extended the term to August 31, 2019, and increased the compensation by $100,000 for a revised not to exceed compensation amount of $300,000.

At this time, based on current operational conditions and in order to maintain the centrifuges, staff desires to exercise the option to extend the contract. Proposed Amendment No. 3 will extend the term to August 31, 2020.

Sufficient funds are budgeted to fund this agreement in the Sewer Enterprise funds. Therefore, there is no General Fund impact associated with this amendment.

ATTACHMENTS:

Description	Type

- Blue Memo
- Amendment No. 3

Cover Memo
Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEM 8.aj. and 8.ao.

After the agenda posting, two agreements with contractor signature were unintentionally omitted. Agreements are attached.

lr

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-164

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-164 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **CENTRISYS CORPORATION**, a Corporation, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on August 17, 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-164 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for dewatering centrifuges; and

WHEREAS, on August 16, 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, on August 15, 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. 3 to Agreement No. 16-164, to renew and extend Agreement No. 16-164 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-164 as follows:

1. Section 12 of Agreement 16-164 entitled "Term" is hereby amended to read as follows:

> **12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-164 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-164 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
CENTRISYS CORPORATION

By:_____
Print Name: WILLIAM FAIRBAIRN
Title: VP

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-165

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-165 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **ABACUS IMT, INC.**, a Corporation, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on the 17th of August of 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-165 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for internal combustion cogeneration engines; and

WHEREAS, on the 16th of August of 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, on the 15th of August of 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-165 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional Sixty Thousand Dollars ($60,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. Three (3) to Agreement No. 16-165, to renew and extend Agreement No. 16-165 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-165 as follows:

1. Section 12 of Agreement 16-165 entitled "Term" is hereby amended to read as follows:

> 12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-165 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-165 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
ABACUS IMT, INC.

By:_____
Print Name: ROBERT ANGULO
Title: PRESIDENT

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

AGREEMENT NO. _____

AMENDMENT NO. THREE [3] TO
AGREEMENT NO. 16-164

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 16-164 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a charter city and a municipal corporation (referred to herein as "CITY"), and **CENTRISYS CORPORATION**, a Corporation, (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on August 17, 2016, the CITY and CONTRACTOR, entered into Agreement No. 16-164 wherein CONTRACTOR would provide general troubleshooting, maintenance, and repair services for dewatering centrifuges; and

WHEREAS, on August 16, 2017, the CITY and CONTRACTOR, entered into Amendment No. 1 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2018 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, on August 15, 2018, the CITY and CONTRACTOR, entered into Amendment No. 2 to Agreement No. 16-164 wherein the parties extended the term of the original agreement to August 31, 2019 and increased the total compensation by an additional One Hundred Thousand Dollars ($100,000) for additional required services; and

WHEREAS, the parties now desire to enter into Amendment No. 3 to Agreement No. 16-164, to renew and extend Agreement No. 16-164 by one additional year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-164 as follows:

1. Section 12 of Agreement 16-164 entitled "Term" is hereby amended to read as follows:

> **12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 16-164 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three [3] to Agreement No. 16-164 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	**CENTRISYS CORPORATION**
By:_____	By:_____
KAREN GOH	Print Name:_____
Mayor	Title:_____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements ap.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/18/2019

WARD: Ward 2

SUBJECT: Contract Change Order No. 3 to Agreement No. 18-181 with Cen-Cal Construction ($53,528.03; revised not to exceed $1,313,728.50) for the construction of the Sidewalk Improvements Downtown Pedestrian Connectivity Project.

STAFF RECOMMENDATION:

Staff recommends approval of contract change order.

BACKGROUND:

Proposed Contract Change Order No. 3 consists of the demolition of existing improvements such as barrier curbs, drive approaches, sidewalks, part circle culverts, access ramps, and the installation of new crosswalk median islands, sidewalks, alley cross gutters, drive approaches, ADA accessible access ramps, and installation of LED street lights in downtown Bakersfield from east of E Street, west of SR-204, north of Truxtun Avenue, and south of 23rd Street.

The total cost increase of Contract Change Order No. 3 is $53,528.03. The sum of all change orders to date on this project reflects a total cost increase of $117,728.50 (resulting in a 9.8 percent increase of the original contract amount) as illustrated below:

Original Contract Amount	=	$1,196,000.00
Previous Change Orders	=	$64,200.47
Current Change Orders	=	$53,528.03
Amended Contract Agreement after CCOs	=	$1,313,728.50
Net Increase to Date	=	$117,728.50

Project Details

The project consists of the following components:

$2,132.49: Concrete removal due to an unknown basement that was discovered beneath the

sidewalk on 21st Street between Chester Avenue and K Street. Contractor placed steel plates over the hole, installed temporary fencing around the collapsed sidewalk, made necessary repairs to the basement ceiling and installed reinforcing steel in the new sidewalk above the basement.

$2,464.52: Installation of additional tactile tiles that were required at various access ramps to ensure compliance with current ADA standards. The work includes cut and install 256.34 SF of additional tactile tiles for the new access ramps at various locations throughout the project.

$1,200.00: Drive approaches on V Street (between 19th and 20th Streets), and 20th Street (between Union Avenue and Mill Creek Park) were shown on the approved plans as residential instead of commercial approaches. Due to the heavy truck traffic that serves the businesses in this area, the City directed the contractor to install a 36'x10' wire mesh for structural support at three drive approaches.

$2,743.74: During construction of the access ramps at the alley at 230 E. Truxtun Avenue, it was determined that the new access ramp on the south side of the alley could not be installed in accordance with ADA standards due to an existing driveway that encroached into the new ramp location. Therefore, the existing driveway access was relocated to the alley side of the property, resulting in the need to extend the existing parkway between the new curb and gutter, and the new sidewalk. The work includes: extend the existing irrigation, install new sprinklers and place sod at 230 E. Truxtun Avenue.

$25,841.70: Installation of a dry well on the south side of 20th Street, approximately 75' east of V Street, needed due to nuisance water ponding in a low spot on the shoulder of the road found during construction. To eliminate ponding water, the City directed the contractor to install a dry well and an inlet structure. The work includes: excavate a 15' x 8' hole and dispose of excess material, install (3) 6"x14' SDR35 pipes, backfill the hole with 12.30 tons of 1" rock, form and pour a 4'x4'x3' concrete inlet structure, backfill and compact around the structure, and patch back the 2' pavement tie-in.

$21,770.24: To construct the project per plans and specifications, there were several contract item quantities that had to either be increased or decreased.

($2,624.66): The quantity of Minor Concrete Drive Approaches placed on the project was more than 125 percent of the engineer's estimate. In accordance with section 9-1.06B, "Increases of more than 25 percent" of the Caltrans Standard Specifications, the contract price for this item needs to be adjusted.

Fiscal Impact

This project is funded with SB1/Active Transportation Funds and Capital Outlay Funds. Sufficient funds are budgeted in the Capital Outlay Fund for this Change order.

ATTACHMENTS:

	Description	Type
🗋	CCO No. 3 Sidewalk Improvements Downtown Pedestrian Connectivity	Agreement

COPY DISTRIBUTION:
ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTOR'S INFO, YELLOW-CALTRANS, PINK ENGR., GOLD-PURCHASING

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT

CONTRACT NO. 18-181 CHANGE ORDER NO. 3 P. O. NO. 191842

PROJECT: Sidewalk Improvements Downtown Pedestrian Connectivity SHEET 1 OF 1

CONTRACTOR: Cen-Cal Construction
ADDRESS: 34762 Lencioni Avenue, Bakersfield CA, 93308
ATPSB1L-5109(244)
FEDERAL NO. (S)

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.
NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE REQUESTED BY: R. Campos, Construction Superintendent SUBMITTED BY: R. Campos, Construction Superintendent DATE: July 11, 2019

Extra Work At Agreed Lump Sum Price

Place steel plates and fencing, and repair sidewalk at 21st St. between Chester Ave. and K St.	=	$2,132.49
Install 256.34 SF of additional tactile tiles on access ramps at various locations of the project.	=	$2,464.52
• Install 36' x 10' wire mesh at (3) driveways on V St. between 19th St. and 20th St., and on 20th St. between Union Ave. and Mill Creek Park.	=	$1,200.00
• Install irrigation pipe, sprinkler heads and sod at 230 E. Truxtun Ave.	=	$2,743.74
• Excavate a 15' x 8' hole for dry well, install (3) 6"x14" SDR35 pipes, backfill hole with 12.3 tons of 1" rock, form and pour concrete inlet structure and patch back 2' pavement tie-in.	=	$25,841.70
	Total	**$34,382.45**

The contractor agrees to accept a lump sum price of $34,382.45 as full compensation, including all mark-ups, for performing the above mentioned work.

DECREASE CONTRACT ITEM AT CONTRACT PRICE

• Item #4 - Relocate Roadside Sign 11.00 EA @ $135.00 per EA	=	($1,485.00)
• Item #5 - Install Roadside Sign 1.00 EA @ $405.00 per EA	=	($405.00)
• Item #9 - Minor Concrete (Access Ramps) 267.50 SF @ 22.50 per SF	=	($6,018.75)
• Item #10 - Minor Concrete (Alley Cross Gutter) 568.11 SF @ 29.45 per SF	=	($16,730.84)
	Total	**($24,639.59)**

INCREASE CONTRACT ITEM AT CONTRACT PRICE

• Item #7 - Minor Concrete (Curb and Gutter) 139.70 LF @ $165.50 per LF	=	$23,120.35
• Item #8 - Minor Concrete (Sidewalk) 653.439 SF @ $9.10 per SF	=	$5,946.29
• Item #11 - Minor Concrete (Drive Approach) 1207.59 SF @ $14.25 per SF	=	$17,208.16
• Item #12 - Minor Concrete (Retaining Curb) 7.46 LF @ $18.10 per LF	=	$135.03
	Total	**$46,409.83**

Adjustment Of Compensation at Agreed Unit Price

In accordance with Section 5-1.22 Increase or Decrease Quantities of more than 25 percent, " of the Standard Specification, the adjustment of the Contract Unit Price for contract item No. 11 (Minor Concrete Drive Approach) will be as follows:

• Item #11 - Minor Concrete (Drive Approach) 830.59 LF @ $3.16 per LF	=	($2,624.66)

ACCOUNT NO (S) 311-4031-822.80-41 P9K225

ESTIMATED COST:
INCREASE $53,528.03
DECREASE

By reason of this order the time of completion will be adjusted as follows: 4 Working Days

City Council Approval Required YES XX NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 7-28-19 Contractor: Title: PRESIDENT

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Agreements aq.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/24/2019

WARD: Ward 2

SUBJECT: Contract Change Order Nos. 6, 9, and 23 to Agreement No. 18-154 with Griffith Company ($122,792.00; revised not to exceed $28,740.297.25) for 24th Street Operational Improvement Project.

STAFF RECOMMENDATION:

Staff recommends approval of contract change order.

BACKGROUND:

The 24th Street Improvement Project consists generally of expanding the 24th Street/Oak Street intersection to provide four lanes in both directions for 24th Street, allowing for additional turn lanes for Oak Street, widening 24th Street from four lanes to six lanes from Elm Street to C Street, and reconstructing and restriping the 23rd Street/24th Street one-way couplet roadway segments from D Street to 0.2 mile east of M Street to provide for four lanes in both directions.

Change Order No. 6 compensates the contractor for various potholing and removal and disposal of buried manmade objects on 23rd and 24th Street. During construction various potholing was necessary to facilitate storm drain and roadway operations on 23rd and 24th Street. In addition, potholing was necessary to explore for utilities not shown on the project plans. In order to keep construction moving forward during both redesign and construction phases, the Contractor was directed to perform additional potholing, including implementing necessary traffic control. Also, during construction, buried manmade objects were encountered which conflicted with either the planned storm drain system alignment or roadway excavation limits, which represented a differing site condition. In order to keep construction moving forward and prevent project delays and minimize extra costs, the Contractor was directed to remove and dispose of the buried manmade objects. The additional potholing was performed during construction because of the realignment of the Storm Drain from approved plans in order to avoid conflict with the existing AT&T Vaults at Eye Street and Chester Avenue. This change order results in a net increase of $30,000.

Change Order No. 9 compensates the contractor for property removals and curative work at various private properties. The 24th Street Project included work within a number of private

properties. The bid set of documents included Appendix B which listed inventories of specific curative work at all private properties which was to be performed by the Contractor and also identified work "To Be Performed by the Owner". During construction, it was determined a number of items identified to be performed by the Owner were not actually performed. Also, additional work was necessary at various private properties that was not identified in the curative work inventory. Examples of existing items that needed to be removed included two (2) existing CMU walls, existing large trees and shrubs, portion of wooden deck, firepit, etc. In order to keep construction moving forward, the Contractor was directed to perform the necessary removals and curative work. Also, during construction it was determined existing irrigation systems at a number of properties needed to be modified to ensure functionality and thus the Contractor was directed to perform the necessary modifications. The cost for this change order is an increase of $75,000.00.

Change Order No. 23 compensates the contractor for additional costs, including mobilizations and inefficiencies associated with early implementation of portions of the Stage 2 work areas. During Stage 1 construction, issues were encountered on critical path work on 23rd Street. The impacts included wet weather and utility conflicts. In order to reduce the overall project delay the contractor was directed to implement the Stage 2 work on 24th Street between Beech Street and Bay Street. And also to facilitate early implementation of portions of Stage 2 on 24th Street between C Street and D Street, the Contractor had to construct HMA paving out of sequence and had to remobilize the Striping subcontractor to stripe a portion of Stage 2 work area. The cost for this change order is an increase of $17,792.00.

The net cost increase of Change Order Nos. 6, 9, and 23 is $122,792.00. This provides a total cost increase of $28,740,297.25 (which results in a 1.96% of the original contract amount) as illustrated below:

Original Contract Amount	=	$28,186,564.00
Previous Change Orders	=	$430,941.25
Current Change Orders	=	$122,792.00
Amended Contract Agreement after CCOs	=	$28,740,297.25
Net Increase to Date	=	$553,733.25

Adequate federal and local funds have been previously budgeted to cover these additional costs. There is no General Fund impact associated with these change orders.

ATTACHMENTS:

	Description	Type
🗋	CCO 18-154 #6	Agreement
🗋	CCO 18-154 #9	Agreement
🗋	CCO 18-154 #23	Agreement

CITY OF BAKERSFIELD

Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 **OF** 1

CONTRACT NO.	18-154	**CHANGE ORDER NO.**	6	**P.O. NO.**	

PROJECT: 24th Street Improvement Project — NCIIPL-5109(200)
TRRH37 — **FEDERAL NO. (S)**

CONTRACTOR: Griffith Company
ADDRESS: 1128 Carrier Parkway
Bakersfield, CA 93308

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.
NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**
CHANGE REQUESTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**

Estimate of Extra Work at Force Account

As directed by the Engineer and in accordance with Standard Specification Section 4-1.05, "Changes and Extra Work", and 4-1.06, "Differing Site Conditions", compensate the Contractor to pothole existing utilities and remove and dispose of buried manmade objects to facilitate storm drain and roadway construction on 23rd and 24th Street. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account". All work shall be in accordance with the contract documents.

Total Estimate of Extra Work at Force Account: $30,000.00

ACCOUNT NO (S)

INCREASE $30,000.00
DECREASE

By reason of this order the time of completion will be adjusted as follows: None

City Council Approval Required YES X / NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 7/19/19 Contractor: [signature] Title: PM

NV5
4700 Stockdale Highway
Suite 100
Bakersfield, CA 93309

TRANSMITTAL
No. 00364

PROJECT: 24th. St. Improvement Construction

DATE: 7/26/2019

TO: City of Bakersfield
1600 Truxtun Avenue, Suite 300
Bakersfield, CA 93301

REF: CCO 006 for Execution

ATTN: Ravi Pudipeddi

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☑ Approval	☐ Approved as Submitted
☐ Letter	☐ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Returned After Loan
☑ Change Order	☐ Review and Comment	☐ Resubmit
☐ Plans		☐ Submit
☐ Samples	**SENT VIA:**	☐ Returned
☐ Specifications	☑ Attached	☐ Returned for Corrections
☐ Other:	☐ Separate Cover Via:	☐ Due Date:

CC:

Signed: Norman Call
NV5

Expedition ®

CITY OF BAKERSFIELD

Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 **OF** 4

CONTRACT NO. 18-154 **CHANGE ORDER NO.** 9 **P.O. NO.**

PROJECT: 24th Street Improvement Project NCIIPL-5109(200)
TRRH37 **FEDERAL NO. (S)**

CONTRACTOR: Griffith Company
ADDRESS: 1128 Carrier Parkway
Bakersfield, CA 93308

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.
NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**
CHANGE REQUESTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**

Estimate of Extra Work at Force Account

As directed by the Engineer and in accordance with Standard Specification Section 4-1.05, "Changes and Extra Work", compensate the Contractor to perform irrigation modifications and additional private property curative work not specified in the contract documents, including those shown on revised "Appendix B - Private Property Curative Work and Requirements" as included on sheets 2 and 3 of this contract change order. In addition, removal two (2) existing CMU walls as shown on revised sheet L-11 as included on sheet 4 of 4 of this contract change oder. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account". All work shall be in accordance with the contract documents.

Total Estimate of Extra Work at Force Account: $75,000.00

ACCOUNT NO (S)

INCREASE **$75,000.00**
DECREASE

By reason of this order the time of completion will be adjusted as follows: None

City Council Approval Required YES X
NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 7/12/19 Contractor: Title: PM

CCO No. 9 - Sheet 2 of 4

APN	OWNERSHIP	SITE ADDRESS	OWNER CONTACT	OWNER MAILING ADDRESS	ACQUISITION INTREST	IMPROVEMENTS PURCHASED (APPRAISAL, AGREEMENTS & SETTLEMENT)	SPECIAL CONDITIONS & PROVISIONS
003-021-01	Natalie Espinoza	2323 Elm Street, Bakersfield, CA 93301-3222	661-319-5526	2323 Elm Street, Bakersfield, CA 93301-3222	Fee Part Take;#Temp Constr Easement	- 6 ft. tall Wood Fence, 122 LF - Landscape / Sprinkler System - Large trees (8) - Medium trees (2) - Small trees (1) - Shrubs & Brushes (large) (2)	PERMISSION TO ENTER ON PREMISES - Contractors may enter the Property upon forty-eight (48) hours prior written notice. TO BE REMOVED BY CONTRACTOR None. Contractor have the right to remove and dispose improvements referenced in 'column k' if Owner did not remove items before start of project construction. TO BE REMOVED BY ~~OWNER~~ Contractor - 6 ft. tall Wood Fence, 122 LF - Landscape / Sprinkler System - Large trees (8) - Medium trees (2) - Small trees (1) - Shrubs & Brushes (large) (2) TO BE PROTECTED IN PLACE None. - TBD (Agent/agreement) CONSTRUCTION CONTRACT AND CURATIVE WORK - During construction, driveway access to the property to be available at all times. - Contractors or assigns, shall restore any landscaping and/or paving within TCE area to a similar condition. - Contractors or assigns, shall replace the rear yard fence with a fence or wall providing equal or superior security to the site.
003-030-14	Matthew Fisher	2320 Elm Street, Bakersfield, CA 93301-3223	661.858.3938	2320 Elm Street, Bakersfield, CA 93301-3223	Fee Part Take;#Temp Constr Easement	- Concrete Block Fence 12 LF - Concrete Curbing 10 LF - Landscape / Sprinkler System - Large Trees (5) - Medium Tree (1) - Shrubs (Medium) (4) - Shrubs (Large) (4)	PERMISSION TO ENTER ON PREMISES - Contractors may enter the Property upon forty-eight (48) hours prior written notice. TO BE REMOVED BY CONTRACTOR None. Contractor have the right to remove and dispose improvements referenced in 'column k' if Owner did not remove items before start of project construction. TO BE REMOVED BY ~~OWNER~~ Contractor - Concrete Block Fence ~~12 LF~~ Approx. 95 LF - Concrete Curbing 10 LF - Landscape / Sprinkler System - Large Trees (5) - Medium Tree (1) - Shrubs (Medium) (4) - Shrubs (Large) (4) TO BE PROTECTED IN PLACE - TBD (Agent/agreement) CONSTRUCTION CONTRACT AND CURATIVE WORK - During construction, driveway access to the property to be available at all times. - Contractors or assigns, shall restore any landscaping and/or paving within TCE area to a similar condition. - Contractors or assigns, shall replace the rear yard fence with a fence or wall providing equal or superior security to the site.

APN	OWNERSHIP	SITE ADDRESS	OWNER CONTACT	OWNER MAILING ADDRESS	ACQUISITION INTREST	IMPROVEMENTS PURCHASED (APPRAISAL, AGREEMENTS & SETTLEMENT)	SPECIAL CONDITIONS & PROVISIONS
001-302-07	John C. Fallgatter	2400 Bay Street, Bakersfield, CA 93301-2735	661-809-3838	2400 Bay Street, Bakersfield, CA 93301-2735	Fee Part Take;#Temp Constr Easement	- Landscape / Sprinkler System	PERMISSION TO ENTER ON PREMISES - Contractors may enter the Property upon forty-eight (48) hours prior written notice. TO BE REMOVED BY CONTRACTOR None. Contractor have the right to remove and dispose improvements referenced in 'column k' if Owner did not remove items before start of project construction. TO BE REMOVED BY OWNER - Landscape / Sprinkler System TO BE PROTECTED IN PLACE None. CONSTRUCTION CONTRACT AND CURATIVE WORK - Contractors or assigns, shall reconstruct curb, gutter and sidewalk. - During construction, driveway access to the property to be available at all times. - Contractors or assigns, shall restore any landscaping and pavement within TCE area to a similar condition.
003-131-06, 0	Michael A. MacDuff	1809 23rd Street & 2223 G Street, Bakersfield, CA 93308	661 324-1312 Office	1809 23rd Street & 2223 G Street, Bakersfield, CA 93308	Temp Constr Easement	- Large Tree	PERMISSION TO ENTER ON PREMISES - Contractors may enter the Property upon forty-eight (48) hours prior written notice. TO BE REMOVED BY CONTRACTOR None. Contractor have the right to remove and dispose improvements referenced in 'column k' if Owner did not remove items before start of project construction. TO BE REMOVED BY ~~OWNER~~ Contractor - Large Tree , and existing trees, shrubs, etc. as directed by the Engineer TO BE PROTECTED IN PLACE None. CONSTRUCTION CONTRACT AND CURATIVE WORK - ~~Contractors or assigns, shall reconstruct curb, gutter and sidewalk.~~ - During construction, driveway access to the property to be available at all times. - Contractors or assigns, shall restore any landscaping and pavement within TCE area to a similar condition.

CCO No. 9 - Sheet 4 of 4

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	178	0.2/R1.9	26	477

REGISTERED CIVIL ENGINEER — 04/06/2018 DATE

07/27/2018 PLANS APPROVAL DATE

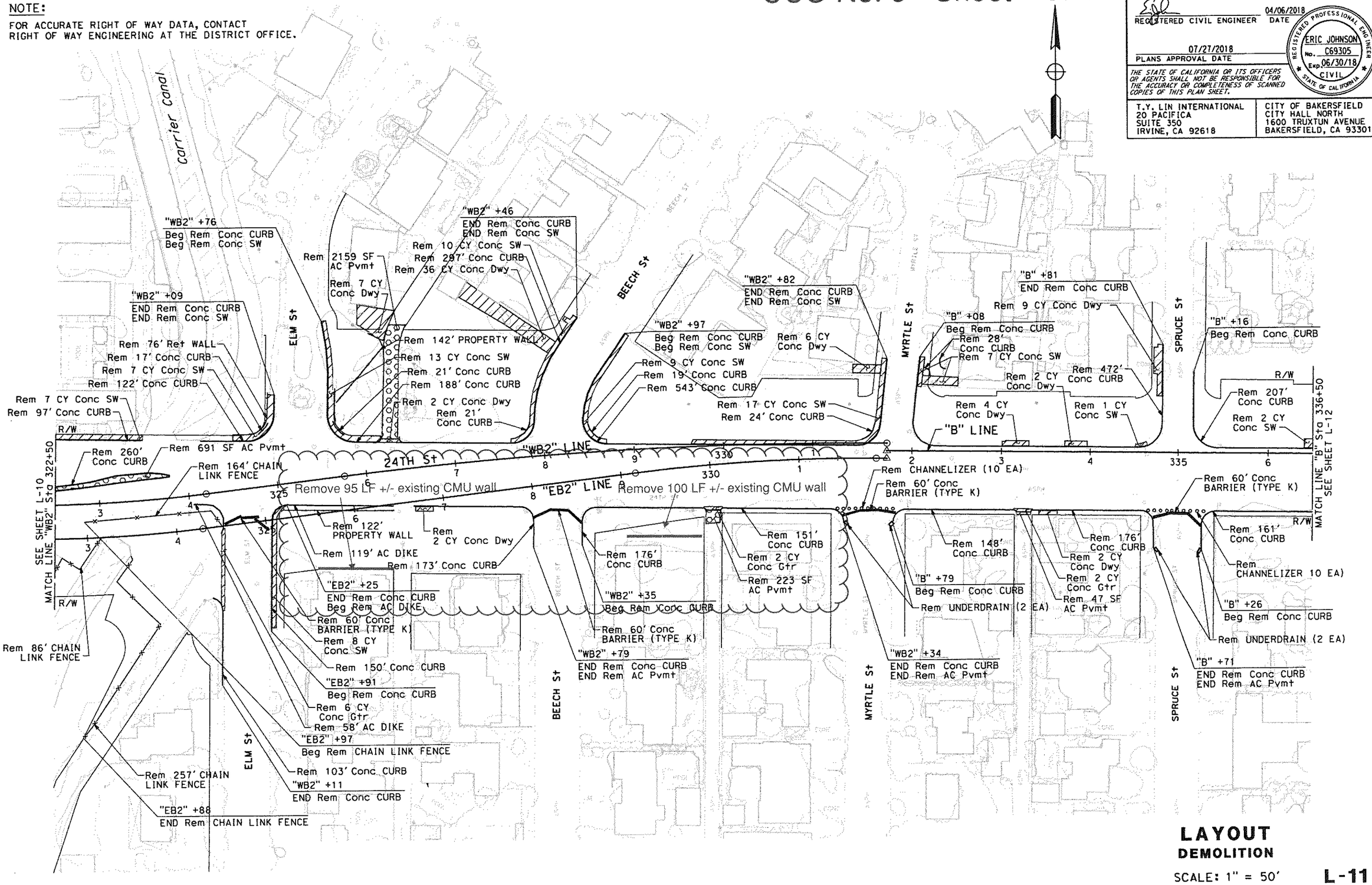
ERIC JOHNSON No. C69305 Exp 06/30/18 CIVIL — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

T.Y. LIN INTERNATIONAL
20 PACIFICA
SUITE 350
IRVINE, CA 92618

CITY OF BAKERSFIELD
CITY HALL NORTH
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



LAYOUT
DEMOLITION

SCALE: 1" = 50'

L-11

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

CONSULTANT FUNCTIONAL SUPERVISOR: KAREN CHAPMAN
CALCULATED-DESIGNED BY: CHRISTINA DIAZ
CHECKED BY: ALBERT PAN
REVISED BY
DATE REVISED
LAST REVISION
DATE PLOTTED

CITY OF BAKERSFIELD

Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 **OF** 1

CONTRACT NO. 18-154 **CHANGE ORDER NO.** 23 **P.O. NO.**

PROJECT: 24th Street Improvement Project — NCIIPL-5109(200)
TRRH37 — **FEDERAL NO. (S)**

CONTRACTOR: Griffith Company
ADDRESS: 1128 Carrier Parkway
Bakersfield, CA 93308

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.
NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**
CHANGE REQUESTED BY: Ravi Pudipeddi, P.E. Resident Engineer **DATE:**

Extra Work at Agreed Lump Sum

Compensate the Contractor for additional costs, including mobilizations and inefficiencies, associated with early implementation of portions of the Stage 2 work areas. Work areas include WB 24th Street between Oak Street and Drake Street, and EB 24th Street between Oak Street and C Street. For this work, the Contractor agrees and accepts the lump sum amount of $17,792.00 for all labor, equipment, materials, incidentals and markups, and no additional compensation will be made. All work shall be in accordance with the contract documents, including MUTCD.

Extra Work at Agreed Lump Sum: $17,792.00

ACCOUNT NO (S)

INCREASE **$17,792.00**
DECREASE

By reason of this order the time of completion will be adjusted as follows: Deferred

City Council Approval Required **YES** X
NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 7/19/19 Contractor: Title: PM

NV5
4700 Stockdale Highway
Suite 100
Bakersfield, CA 93309

TRANSMITTAL
No. 00363

PROJECT: 24th. St. Improvement Construction

DATE: 7/26/2019

TO: City of Bakersfield
1600 Truxtun Avenue, Suite 300
Bakersfield, CA 93301

REF: CCO 023 for Execution

ATTN: Ravi Pudipeddi

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☑ Approval	☐ Approved as Submitted
☐ Letter	☐ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Returned After Loan
☑ Change Order	☐ Review and Comment	☐ Resubmit
☐ Plans		☐ Submit
☐ Samples	**SENT VIA:**	☐ Returned
☐ Specifications	☑ Attached	☐ Returned for Corrections
☐ Other:	☐ Separate Cover Via:	☐ Due Date:

CC:

Signed: _____
NV5

Expedition ®

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids ar.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 7/26/2019

WARD: Ward 1

SUBJECT: Reject bids for the compost automation project for the Public Works, Solid Waste Division.

STAFF RECOMMENDATION:

Staff recommends rejection of bids.

BACKGROUND:

Three separate bid solicitations were advertised for components related to the compost automation project. The sorting station conveyor w/portable feed hopper bid received two responses, the portable radial stacking conveyor bid received four responses and the portable belt feeders bid received two responses.

Bid responses were inadequate or exceeded cost estimates. The lowest sorting station bid did not confirm that equipment met all specifications defined by the City while the second bid exceed estimates by over fifty percent.. All four bids for the stacking conveyor omitted significant information that prevented confirming the equipment would meet required specifications. One of the belt feeder responses was significantly higher than costs estimates while the other response omitted the price from the bid form.

Staff recommends rejecting all bids and re-bidding the project with revised specifications in an effort to lower costs on these purchases and elicit adequate responses.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids as.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 7/26/2019

WARD:

SUBJECT: Extend Bid from Golden State Peterbilt, Bakersfield ($438,525.24) for two four-axle super dump trucks for the Public Works Department, Streets Division.

STAFF RECOMMENDATION:

Staff recommends extension of bid.

BACKGROUND:

This purchase of two four-axle super dump trucks for the Streets Division will replace trucks that are more than 17 years old with high mileage and maintenance costs.

On May 9, 2018, Council accepted the bid from Golden State Peterbilt, Bakersfield for a four-axle super dump. The bid specifications included a provision whereby, the City may purchase additional units for an additional seven years, with price adjustments due to increases in the Consumer Price Index (CPI). Golden State Peterbilt has offered to extend their bid price with a 1.1% increase for this purchase, which matches the CPI fluctuation since May 2018. The adjusted unit price will be $219,262.62 for this purchase, total amount for two units is $438,525.24.

Funds are budgeted in the Equipment Management Fund for the purchase of two replacement four-axle super dump trucks for the Streets Division.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids at.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 8/2/2019

WARD:

SUBJECT: Purchase of Animal Control Truck

1. Extend bid from Jim Burke Ford, Bakersfield, ($87,364.34) for one animal control pickup for the Police Department.
2. Appropriate $88,000 Equipment Fund balance to the Public Works Department's Operating Budget to fund the purchase.

STAFF RECOMMENDATION:

Staff recommends extension of the bid and appropriation.

BACKGROUND:

On January 9, 2019, Council accepted the bid from Jim Burke Ford, Bakersfield, for the purchase of animal control pickups. The pickups are Ford F350 extended cab trucks with Animal Control bodies. The specifications included a provision whereby, with the written approval of both the bidder and the City, the City may purchase additional units at the same per unit cost within one year after acceptance of the original bid. Jim Burke Ford has indicated their approval to extend the unit cost of $87,364.34 for an additional animal control pickup.

On April 10, 2019, Council approved a bid extension to purchase two animal control pickups from Jim Burke Ford, to be assigned to the expansion of the Animal Control officer complement related to the Public Safety and Vital Services Measure for the Police Department.

Since that time, an engine malfunctioned in one of the Animal Control pickups and it is not economically feasible to repair it. The vendor has agreed to keep the bid pricing to purchase a replacement animal control pickup. By purchasing the vehicle now, the City will avoid having a new make and model vehicle and avoid a cost increase. It will also avoid a time delay, as it will take the manufacturer between two to three months to begin production of the new vehicles.

Staff recommends appropriation of $88,000 Equipment fund balance for this purchase. Of this amount, $20,378 has been recovered through fleet rental rates. The difference of $66,986.34 will be recouped within the Equipment Management Fund through future fleet rental rates.

Staff recommends extension of bid and authorization to purchase one animal control pickup from Jim Burke Ford, Bakersfield for a total cost of $87,364.34; and appropriation of funds necessary to complete the purchase.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids au.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 7/17/2019

WARD: Ward 1

SUBJECT: Accept bid and approve contract with J.L. Plank dba Cen-Cal Construction, Inc. ($54,300),for the ADA Improvements at Lowell Park.

STAFF RECOMMENDATION:

Staff recommends acceptance of bid and approval of contract.

BACKGROUND:

Lowell Park is located at 800 4th Street. As part of the Fiscal Year 2017-2018 capital improvement program, Council approved a project for Lowell Park ADA Improvements. The project will provide an enhanced user accessibility to the facility. The project is 100 percent funded by the federal Community Development Block Grant Funds (CDBG).
Staff solicited bids from contractors. Five bids were received in response to the solicitation, including:

Contractor	Bid
J.L. Plank dba Cen-Cal	$54,300.00
S&B Sons, Inc	$67,740.00
Rehak General Engineering	$70,710.00
Wovet Construction Inc.	$76,800.00
DL Brown Construction	$93,878.00

Staff finds the bid submitted by J.L. Plank dba Cen-Cal Construction to be acceptable and recommends approval of the agreement in the amount of $54,300. There is no General Fund impact associated with this contract.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

THIS AGREEMENT is made and entered into on _____ , by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY" herein) and **J.L PLANK INC. DBA CEN-CAL CONSTRUCTION,** *(a California Corporation,* ("CONTRACTOR" herein).

R E C I T A L S

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to employ CONTRACTOR to construct the HUD funded ADA Improvements at Lowell Park Project No. P8C231, ("Project" herein), as set forth herein, part or all is paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions (**Exhibit A**) for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. CITY and CONTRACTOR agree all communications relating to this Agreement must be in writing. CONTRACTOR understands and agrees that the CITY is an urban area and underground obstructions including, without limitation, water lines, electrical lines, sewer lines, and gas lines are inherent in any work involving subsurface excavation. At a minimum, CONTRACTOR must contact appropriate underground alert authorities before starting any subsurface work.

1.1. The following shall be deemed to be part of this Agreement as if fully set forth herein:

1.1.1. Notice to Contractors
1.1.2. Special Provisions

1.1.3. Bid Proposal
1.1.4. Bidder's Bond
1.1.5. Performance Bond
1.1.6. Material and Labor Bond
1.1.7. Letters of transmittal, if any
1.1.8. All provisions required by law to be inserted in this contract whether actually inserted or not.
1.1.9. Current State of California **DAS 140 Form** (if required by Specifications)
1.1.10. Drawings, if any
1.1.11. Public Contract Code § 22300 (Escrow Accounts)
1.1.12. Required Federal-Aid Contract Language (Exhibit 12-G)
1.1.13. Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G)
1.1.14. Subcontracting Request Form (Exhibit 16-B, LAPM).
1.1.15. Prevailing Wage Rates (Davis-Bacon)
1.1.16. Title VI Assurances and Appendices
1.1.17. Current State of California DIR – PWC 100 Form

1.2. CONTRACTOR acknowledges that CITY is receiving federal-aid for the construction for all or a portion of the Project funds CONTRACTOR agrees to physically incorporate all federally required contract provisions, including Form FHWA-1273, in his various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

2. COMPENSATION. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **FIFTY FOUR THOUSAND THREE HUNDRED DOLLARS ($54,300).** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29 the CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this

Agreement which is subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent (10%) from payments to CONTRACTOR, unless otherwise required by State law, and does not limit or prohibit CONTRACTOR from requiring retention from subcontractors.

3. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered in accordance with the Special Provisions applicable to this Project.

4. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project for example), and may require said schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

5. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

7. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

8. **MERGER AND MODIFICATION.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

9. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

11. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor. CONTRACTOR retains the right to control the manner in which the services described herein are performed and CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services set forth in this Agreement.

13. INSURANCE and BONDS. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain

for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

13.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.1.1. Provide coverage for owned, non-owned and hired autos.

13.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.2.1. Provide contractual liability coverage for the terms of this Agreement.

13.2.2. Provide unlimited products and completed operations coverage.

13.2.3. Contain an additional insured endorsement in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

13.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and the policy shall contain a waiver of subrogation in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.4. All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

13.5. Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

13.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

13.7. The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

13.8. The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance and bonds required. The CITY may withdraw its offer of contract if certificates of insurance and endorsements and bonds required have not been provided as required by the Special Provisions.

13.9. Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

13.10. It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

13.11. Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

13.12. CONTRACTOR shall provide performance, labor and material bonds in amounts and in a form suitable to the CITY. CITY shall approve in writing all such security instruments prior to the commencement of work on the Project.

14. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

15. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

16. TERMINATION. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special provision this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default: 1) a material breach of the contract where CONTRACTOR fails to cure said breach within ten (10) days of notice from CITY. If said breach cannot reasonably be cured within ten (10) days CONTRACTOR must have taken significant steps to cure said breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately commencing to cure the default; 2) violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency by CONTRACTOR applicable to the Project and where CONTRACTOR does not cure said violation within ten (10) days of the date of the notice of violation or notice from CITY demanding a cure, whichever is earlier; 3) CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; 4) CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances. CONTRACTOR must respond to CITY'S demand for adequate assurances within ten (10) days in writing with all necessary information to assure

CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. All information requested by CITY shall be supplied or CONTRACTOR will be in material breach of this Agreement.

16.1. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY, however, CITY may accept or reject said subcontracts at its sole discretion.

16.2. CITY and CONTRACTOR agree that should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other compensation shall be due CONTRACTOR for termination for convenience.

17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. SITE INSPECTION. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

19. STOP NOTICES OR LIENS. CONTRACTOR shall not allow any stop notices or liens to be filed on the project, and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees CITY may withhold from any funds held by CITY concerning the project amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. EXECUTION. This Agreement is effective upon execution. It is the

product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

21. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
RECREATION AND PARKS DEPARTMENT
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301
(661) 326-3866

CONTRACTOR: **J.L. PLANK INC. dba CEN-CAL CONSTRUCTION**
34762 LENCIONI AVENUE
BAKERSFIELD, CA 93308
(661) 399-3759

22. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

23. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

24. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This

Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

25. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers (including, but not limited to, computer or electronic data), or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

26. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours. The term "Accounting Records" includes the various subcontracts and purchase orders that CONTRACTOR has issued on this Project. CITY reserves the right to review any or all those documents to ensure compliance with the federal contract provisions.

27. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

28. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **45-2749617**
CONTRACTOR is a corporation? Yes__X___ No _____
(Please check one.)

29. CONTRACTOR'S LICENSE INFORMATION.

License Number	**962895**
Expiration Date	**06/30/2020**
License Classification	**A**

30. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

31. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
J.L. PLANK INC. DBA CEN-CAL CONSTRUCTION

By: _____

PRINT NAME: JASON PLANK

Title: PRESIDENT

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
RECREATION AND PARKS DEPARTMENT

By:_____
DIANE HOOVER
Recreation and Parks Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids av.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 7/17/2019

WARD: Ward 6

SUBJECT: Accept bid and approve contract with J.L. Plank dba CEN-CAL Construction, Inc. ($132,225), for the ADA Improvements at Stiern Park.

STAFF RECOMMENDATION:

Staff recommends acceptance of bid and approval of contract.

BACKGROUND:

Stiern Park is located at 5201 Monitor Street. As part of the Fiscal Year 2017-2018 capital improvement program, Council approved a project for Stiern Park ADA Improvements. The project will provide an enhanced user accessibility to the facility. The project is 100 percent funded by the federal Community Development Block Grant Funds (CDBG).

Staff solicited bids from contractors. Four bids were received in response to the solicitation, including:

Contractor	Bid
J.L. Plank dba Cen-Cal	$132,225.00
S&B Sons, Inc	$152,433.75
DL Brown Construction	$166,517.00
Wovet Construction Inc.	$183,000.00

Staff finds the bid submitted by J.L. Plank dba Cen-Cal Construction to be acceptable and recommends approval of the agreement in the amount of $132,225. There is no General Fund impact associated with this contract.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

THIS AGREEMENT is made and entered into on _____ , by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY" herein) and **J.L PLANK INC. DBA CEN-CAL CONSTRUCTION,** *(a California Corporation,* ("CONTRACTOR" herein).

RECITALS

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to employ CONTRACTOR to construct the HUD funded ADA Improvements at Stiern Park Project No. P8C232, ("Project" herein), as set forth herein, part or all is paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions (**Exhibit A**) for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. CITY and CONTRACTOR agree all communications relating to this Agreement must be in writing. CONTRACTOR understands and agrees that the CITY is an urban area and underground obstructions including, without limitation, water lines, electrical lines, sewer lines, and gas lines are inherent in any work involving subsurface excavation. At a minimum, CONTRACTOR must contact appropriate underground alert authorities before starting any subsurface work.

1.1. The following shall be deemed to be part of this Agreement as if fully set forth herein:

1.1.1. Notice to Contractors
1.1.2. Special Provisions

1.1.3. Bid Proposal
1.1.4. Bidder's Bond
1.1.5. Performance Bond
1.1.6. Material and Labor Bond
1.1.7. Letters of transmittal, if any
1.1.8. All provisions required by law to be inserted in this contract whether actually inserted or not.
1.1.9. Current State of California **DAS 140 Form** (if required by Specifications)
1.1.10. Drawings, if any
1.1.11. Public Contract Code § 22300 (Escrow Accounts)
1.1.12. Required Federal-Aid Contract Language (Exhibit 12-G)
1.1.13. Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G)
1.1.14. Subcontracting Request Form (Exhibit 16-B, LAPM).
1.1.15. Prevailing Wage Rates (Davis-Bacon)
1.1.16. Title VI Assurances and Appendices
1.1.17. Current State of California DIR – PWC 100 Form

1.2. CONTRACTOR acknowledges that CITY is receiving federal-aid for the construction for all or a portion of the Project funds CONTRACTOR agrees to physically incorporate all federally required contract provisions, including Form FHWA-1273, in his various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

2. COMPENSATION. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **ONE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS ($132,225).** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29 the CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from

subcontractors working under this Agreement which is subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent (10%) from payments to CONTRACTOR, unless otherwise required by State law, and does not limit or prohibit CONTRACTOR from requiring retention from subcontractors.

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered in accordance with the Special Provisions applicable to this Project.

4. SCHEDULING. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project for example), and may require said schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

5. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

7. STANDARD OF PERFORMANCE. All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

8. MERGER AND MODIFICATION. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

9. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

11. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor. CONTRACTOR retains the right to control the manner in which the services described herein are performed and CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services set forth in this Agreement.

13. INSURANCE and BONDS. In addition to any other insurance or bond

required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

13.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.1.1. Provide coverage for owned, non-owned and hired autos.

13.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.2.1. Provide contractual liability coverage for the terms of this Agreement.

13.2.2. Provide unlimited products and completed operations coverage.

13.2.3. Contain an additional insured endorsement in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

13.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and the policy shall contain a waiver of subrogation in favor of the CITY, its mayor, council, officers, agents, employees and

volunteers.

13.4. All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

13.5. Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

13.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

13.7. The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

13.8. The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance and bonds required. The CITY may withdraw its offer of contract if certificates of insurance and endorsements and bonds required have not been provided as required by the Special Provisions.

13.9. Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

13.10. It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

13.11. Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

13.12. CONTRACTOR shall provide performance, labor and material bonds in amounts and in a form suitable to the CITY. CITY shall approve in writing all such security instruments prior to the commencement of work on the Project.

14. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

15. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

16. TERMINATION. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special provision this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default: 1) a material breach of the contract where CONTRACTOR fails to cure said breach within ten (10) days of notice from CITY. If said breach cannot reasonably be cured within ten (10) days CONTRACTOR must have taken significant steps to cure said breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately commencing to cure the default; 2) violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency by CONTRACTOR applicable to the Project and where CONTRACTOR does not cure said violation within ten (10) days of the date of the notice of violation or notice from CITY demanding a cure, whichever is earlier; 3) CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; 4) CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances. CONTRACTOR must respond to CITY'S demand for adequate

assurances within ten (10) days in writing with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. All information requested by CITY shall be supplied or CONTRACTOR will be in material breach of this Agreement.

16.1. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY, however, CITY may accept or reject said subcontracts at its sole discretion.

16.2. CITY and CONTRACTOR agree that should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other compensation shall be due CONTRACTOR for termination for convenience.

17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. SITE INSPECTION. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

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20. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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CITY: **CITY OF BAKERSFIELD**
RECREATION AND PARKS DEPARTMENT
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301
(661) 326-3866

CONTRACTOR: **J.L. PLANK INC. dba CEN-CAL CONSTRUCTION**
34762 LENCIONI AVENUE
BAKERSFIELD, CA 93308
(661) 399-3759

22. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

23. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

24. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes

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

25. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers (including, but not limited to, computer or electronic data), or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

26. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours. The term "Accounting Records" includes the various subcontracts and purchase orders that CONTRACTOR has issued on this Project. CITY reserves the right to review any or all those documents to ensure compliance with the federal contract provisions.

27. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

28. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **45-2749617**
CONTRACTOR is a corporation? Yes__X__ No _____
(Please check one.)

29. CONTRACTOR'S LICENSE INFORMATION.

License Number	**962895**
Expiration Date	**06/30/2020**
License Classification	**A**

30. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

31. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
RECREATION AND PARKS DEPARTMENT

By:_____
DIANE HOOVER
Recreation and Parks Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

"CONTRACTOR"
J.L. PLANK INC. DBA CEN-CAL CONSTRUCTION

By: _____

PRINT NAME: JASON PLANK

Title: PRESIDENT

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids aw.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 7/17/2019

WARD: Ward 1

SUBJECT: Accept bid and approve contract with S&B Sons, Inc. ($57,700), for the shade structures at Lowell Park Picnic Area.

STAFF RECOMMENDATION:

Staff recommends acceptance of bid and approval of contract.

BACKGROUND:

Lowell Park is located at 800 4th Street. As part of the Fiscal Year 2017-2018 capital improvement program, Council approved a project for Lowell Park picnic area shade structure. The project is 100 percent funded by the federal Community Development Block Grant Funds (CDBG).

Staff solicited bids from contractors. Seven bids were received in response to the solicitation, including:

Contractor	Bid
S&B Sons, Inc.	$57,700.00
KYA Services, LLC	$59,250.00
Wyatt W Underwood & Associates	$63,819.00
DL Brown Construction	$75,000.00
Rehak General Engineering	$75,001.00
Wovet Construction	$76,000.00
Pacific Tennis Courts	$77,777.77

Staff finds the bid submitted by S&B Sons, Inc. to be acceptable and recommends approval of the agreement in the amount of $57,700. There is no General Fund impact associated with this contract.

ATTACHMENTS:

Description Type

- Agreement

Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

THIS AGREEMENT is made and entered into on _____ , by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY" herein) and **S&B Sons, Inc.,** *(a California Corporation,* ("CONTRACTOR" herein).

R E C I T A L S

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to employ CONTRACTOR to construct the HUD funded shade structures at Lowell Park Project No. P8C231, ("Project" herein), as set forth herein, part or all is paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions (**Exhibit A**) for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. CITY and CONTRACTOR agree all communications relating to this Agreement must be in writing. CONTRACTOR understands and agrees that the CITY is an urban area and underground obstructions including, without limitation, water lines, electrical lines, sewer lines, and gas lines are inherent in any work involving subsurface excavation. At a minimum, CONTRACTOR must contact appropriate underground alert authorities before starting any subsurface work.

1.1. The following shall be deemed to be part of this Agreement as if fully set forth herein:

1.1.1. Notice to Contractors
1.1.2. Special Provisions
1.1.3. Bid Proposal

1.1.4. Bidder's Bond
1.1.5. Performance Bond
1.1.6. Material and Labor Bond
1.1.7. Letters of transmittal, if any
1.1.8. All provisions required by law to be inserted in this contract whether actually inserted or not.
1.1.9. Current State of California **DAS 140 Form** (if required by Specifications)
1.1.10. Drawings, if any
1.1.11. Public Contract Code § 22300 (Escrow Accounts)
1.1.12. Required Federal-Aid Contract Language (Exhibit 12-G)
1.1.13. Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G)
1.1.14. Subcontracting Request Form (Exhibit 16-B, LAPM).
1.1.15. Prevailing Wage Rates (Davis-Bacon)
1.1.16. Title VI Assurances and Appendices
1.1.17. Current State of California DIR – PWC 100 Form

1.2. CONTRACTOR acknowledges that CITY is receiving federal-aid for the construction for all or a portion of the Project funds CONTRACTOR agrees to physically incorporate all federally required contract provisions, including Form FHWA-1273, in his various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

2. COMPENSATION. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **FIFTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS ($57,700).** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29 the CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which is subject to the provisions of 49 CFR Part 26.29. For projects,

or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent (10%) from payments to CONTRACTOR, unless otherwise required by State law, and does not limit or prohibit CONTRACTOR from requiring retention from subcontractors.

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered in accordance with the Special Provisions applicable to this Project.

4. SCHEDULING. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project for example), and may require said schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

5. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

7. STANDARD OF PERFORMANCE. All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

8. MERGER AND MODIFICATION. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

9. EXHIBITS. In the event of a conflict between the terms, conditions or

specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

11. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor. CONTRACTOR retains the right to control the manner in which the services described herein are performed and CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services set forth in this Agreement.

13. INSURANCE and BONDS. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance

("basic insurance requirements") herein:

13.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.1.1. Provide coverage for owned, non-owned and hired autos.

13.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

13.2.1. Provide contractual liability coverage for the terms of this Agreement.

13.2.2. Provide unlimited products and completed operations coverage.

13.2.3. Contain an additional insured endorsement in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

13.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and the policy shall contain a waiver of subrogation in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.4. All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

13.5. Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

13.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

13.7. The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

13.8. The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance and bonds required. The CITY may withdraw its offer of contract if certificates of insurance and endorsements and bonds required have not been provided as required by the Special Provisions.

13.9. Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

13.10. It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

13.11. Unless otherwise approved by the CITY, if any part of the work

under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

13.12. CONTRACTOR shall provide performance, labor and material bonds in amounts and in a form suitable to the CITY. CITY shall approve in writing all such security instruments prior to the commencement of work on the Project.

14. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

15. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

16. TERMINATION. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special provision this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default: 1) a material breach of the contract where CONTRACTOR fails to cure said breach within ten (10) days of notice from CITY. If said breach cannot reasonably be cured within ten (10) days CONTRACTOR must have taken significant steps to cure said breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately commencing to cure the default; 2) violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency by CONTRACTOR applicable to the Project and where CONTRACTOR does not cure said violation within ten (10) days of the date of the notice of violation or notice from CITY demanding a cure, whichever is earlier; 3) CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; 4) CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances. CONTRACTOR must respond to CITY'S demand for adequate assurances within ten (10) days in writing with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to

perform the contract without breach. All information requested by CITY shall be supplied or CONTRACTOR will be in material breach of this Agreement.

16.1. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY, however, CITY may accept or reject said subcontracts at its sole discretion.

16.2. CITY and CONTRACTOR agree that should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other compensation shall be due CONTRACTOR for termination for convenience.

17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. SITE INSPECTION. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

19. STOP NOTICES OR LIENS. CONTRACTOR shall not allow any stop notices or liens to be filed on the project, and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees CITY may withhold from any funds held by CITY concerning the project amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of

this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

21. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
RECREATION AND PARKS DEPARTMENT
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301
(661) 326-3866

CONTRACTOR: **S&B SONS, INC.**
12558 SNOW ROAD
BAKERSFIELD, CA 93314
(661) 392-9100

22. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

23. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

24. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which

shall be considered as an original and be effective as such.

25. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers (including, but not limited to, computer or electronic data), or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

26. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours. The term "Accounting Records" includes the various subcontracts and purchase orders that CONTRACTOR has issued on this Project. CITY reserves the right to review any or all those documents to ensure compliance with the federal contract provisions.

27. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

28. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **46-0649003**
CONTRACTOR is a corporation? Yes__X___ No _____
(Please check one.)

29. CONTRACTOR'S LICENSE INFORMATION.

License Number	**978577**
Expiration Date	**11/30/2020**
License Classification	**A, B, & C60**

30. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

31. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
S&B SONS, INC.

By: _____

PRINT NAME: Benny Joseph Chittinappilly

Title: President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
RECREATION AND PARKS DEPARTMENT

By:_____
DIANE HOOVER
Recreation and Parks Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids ax.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/27/2019

WARD: Ward 5

SUBJECT: Accept bid and approve contract with Granite Construction Company ($2,892,172) for the 2019-20 Senate Bill 1 funded Pavement Rehabilitation project: Buena Vista Road from San Joaquin Valley Railroad Crossing to White Lane.

STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

BACKGROUND:

This project consists of rehabilitating the existing pavement on Buena Vista Road from San Joaquin Valley Railroad to White Lane. The existing pavement is in poor condition and in need of reconstruction. The project consists of full depth reconstruction using Hot Mix Asphalt (HMA) pavement, coldplaning and overlay. The project also consists of roadway excavation, installation of traffic detector loops, installation of pavement striping and markings, adjustment of water valve covers, monuments and manholes, and modification of existing curb & gutter and access ramps to meet current ADA standards.

This project will be constructed using funds available through Senate Bill 1 (SB 1). As background, in April 2017, the State Legislature enacted SB 1, also known as the Road Repair and Accountability Act. This legislation increases revenues statewide for California's transportation system projects. This project is 100% funded with SB 1 funds.

The Engineers Estimate for the project is $ 3,041,000.

On August 1, 2019 the City received three bids from the pre-approved bidders for the project. All three bids were deemed acceptable. Those acceptable bids are as follows.

Granite Construction Company 3005 James Road Bakersfield, CA 93308 (County)	in the amount of	$2,892,172.00

Griffith Company 1128 Carrier Parkway Avenue Bakersfield, CA 93308 (County)	in the amount of	$3,232,232.00
Bowman Asphalt, Inc. 3351 Fairhaven Drive Bakersfield, CA 93308 (County)	in the amount of	$3,283,972.00

This project is entirely funded with SB 1 funds. Therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
Blue Memo	Cover Memo
Agreement	Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEMS 8.ag., 8. ax., & 8. be.

The signed Agreement had not yet been returned to Staff at the time of publication of the Agenda for today's meeting. However, subsequent to the publication of the Agenda, a signed copy of the Agreement was received and is attached for review. No other changes to the content of the Agreement have been made.

lr

RECEIVED
AUG 05 2019
GCCO ADMIN 212

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY"), and **GRANITE CONSTRUCTION COMPANY**, *(a California Corporation* ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Pavement Rehabilitation 2019-2020 SB1: Buena Vista Road from San Joaquin Valley Railroad Crossing to White Lane** ("Project"), as set forth herein, which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not
- Current State of California DAS 140 Form (if required by

Specifications)

- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **Two Million, Eight Hundred Ninety Two Thousand, One Hundred Seventy Two Dollars and Zero Cents ($2,892,172.00).** The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention

to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. **TERMINATION.**

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;

5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and

5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.

5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.

5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.

6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION**. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

9. **EQUIPMENT**. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

10. **LICENSES**. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

11. **STANDARD OF PERFORMANCE**. The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

12. **SB 854 COMPLIANCE**. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NO WAIVER OF DEFAULT**. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. **INSURANCE AND SECURITY**.

    14.1. **Types and Limits of Insurance**. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

14.1.2. **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

14.2.2. All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

14.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

14.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

14.2.5. Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices

paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

14.2.6. It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

14.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

14.3. Security. CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.

15. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

16. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. SITE INSPECTION. CITY shall be allowed to inspect the construction site at

any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

19. **STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

24. **COUNTERPARTS.** This Agreement may be executed in any number of

counterparts, each of which shall be considered as an original and be effective as such.

25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

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31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

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CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **GRANITE CONSTRUCTION COMPANY**
3005 James Road
Bakersfield, California 93308

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

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Expiration Date 05/31/2021
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C12 – Earthwork and Paving
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C35 – Lathing and Plastering
C42 – Sanitation System
C45 – Electrical Signs
C39 – Roofing
C50 – Steel, Reinforcing
C51 – Steel Structural
C31 – Construction Zone Traffic Control

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 94-0519552
CONTRACTOR is a corporation? Yes X No
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
RICHARD IGER
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

"CONTRACTOR"
GRANITE CONSTRUCTION COMPANY

By:_____

PRINT NAME: Michael W. Barker

Title: Vice President

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ , by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY"), and **GRANITE CONSTRUCTION COMPANY**, *(a California Corporation* ("CONTRACTOR").

R E C I T A L S

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Pavement Rehabilitation 2019-2020 SB1: Buena Vista Road from San Joaquin Valley Railroad Crossing to White Lane** ("Project"), as set forth herein, which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not
- Current State of California DAS 140 Form (if required by

Specifications)

- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **Two Million, Eight Hundred Ninety Two Thousand, One Hundred Seventy Two Dollars and Zero Cents ($2,892,172.00).** The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention

to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. **TERMINATION.**

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;

5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and

5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.

5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.

5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.

6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. **INSURANCE AND SECURITY.**

14.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

14.1.2. **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

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By executing this Agreement, CONTRACTOR is submitting the certification required above.

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CITY OF BAKERSFIELD

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KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
RICHARD IGER
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

"CONTRACTOR"
GRANITE CONSTRUCTION COMPANY

By:_____

PRINT NAME: _____

Title:_____

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Bids ay.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 7/25/2019

WARD:

SUBJECT: Purchase of a super duty truck with a 10' service bed for the Recreation and Parks Department:

1. Accept bid from Jim Burke Ford, Bakersfield ($61,217.88) for a super duty truck.
2. Appropriate $62,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of the appropriation.

BACKGROUND:

Bids were solicited for a super duty truck with a 10' service bed for the Recreation and Parks Department. One bid for $61,217.88 was received from Jim Burke Ford, Bakersfield.

This service truck will replace a unit that is twelve years old and is in need of repair. Due to the cost of the needed repairs and the equipment exceeding its life expectancy, it is not economically feasible to proceed with repairs.

Staff recommends appropriation of $62,000 Equipment fund balance for this purchase. Of this amount, $44,654 has been recovered through fleet rental rates. The difference of $16,563.88 will be recouped within the Equipment Management Fund through future fleet rental rates.

Staff finds the bid submitted by Jim Burke Ford to be acceptable and recommends approval of the purchase and appropriation of funds necessary to complete the purchase.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Miscellaneous az.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/16/2019

WARD:

SUBJECT: Response to Grand Jury Findings and Recommendations regarding SB 1383 Rules and Regulations.

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the transmittal of the response.

BACKGROUND:

The 2018-2019 Kern County Grand Jury issued a report titled Wake Up Kern County, The "Trash Police" Are Coming, which was prompted by concerns over proposed state regulations intended to implement SB 1383.

Senate Bill 1383 was signed into law in 2016, and CalRecycle anticipates finalizing their regulations in late 2019, to take effect in 2022. The long lead time is necessary for local governments and the solid waste and composting industries to develop new programs and facilities to implement the legislation.

The bill requires statewide mandatory recycling of food and other organic waste at all homes and businesses, in an attempt to reduce greenhouse gas generation. The enormity of this task is in the billions of dollars. To induce full participation, the draft regulations include two detailed schedules of fines and penalties – one to be levied on homes and businesses by local government, and one for the state to levy on local governments for shortcomings. The draft regulations also include mandatory inspections of recycling containers for the purpose of issuing penalties, hence the nickname "Trash Police Law".

The Grand Jury report reviewed the ability and plans of both Kern County and the City of Bakersfield Public Works Departments to implement future SB 1383 programs. After touring the City's compost facility and several discussions with staff, the Grand Jury was pleased and impressed that the City is well prepared to handle the future. The report is quite positive regarding the City. In particular, the Grand Jury was glad to hear that City staff had proposed more reasonable and less costly alternatives for CalRecycle to include as ways to reach their goal. Since the regulations are still pending, the final outcome is not currently known.

The City Council is required by Penal Code §933 to respond to the findings and recommendations of the Grand Jury on matters within its jurisdiction. Staff has analyzed the report and found the findings to be substantially accurate, with a few technical clarifications. All recommendations by the Grand Jury either have been carried out or will be acted upon pending finalization of the state regulations. A proposed response to the Grand Jury's findings and recommendations is attached for the Council's consideration. Staff recommends the Council authorize the City Manager to transmit the City's response to the Presiding Judge of the Superior Court.

ATTACHMENTS:

	Description	Type
🗋	Grand Jury Report	Backup Material
🗋	Draft Responses to Kern County Grand Jury Report	Backup Material

Kern County
GRAND JURY

June 11, 2019

Alan Tandy, City Manager
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Dear Mr. Tandy:

The 2018-2019 Kern County Grand Jury is forwarding to you a Final Report for the **Kern County Public Works – Bakersfield City Public Works**, that is ready to be released.

Attached is a copy in accordance with the provisions of Penal Code Section §933.05(f), which states:

> *"A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency, shall disclose any contents of the report prior to the public release of the final report."*

Please note that this report is confidential until public release. The Grand Jury will be releasing this report to the public on **June 17, 2019.** Accordingly, **you are instructed not to disclose the contents of the report until that time.**

Thank you for your consideration and cooperation.

Respectfully,

CMcCarthey

Charlynn McCarthy, Foreperson
2018-2019 Kern County Grand Jury

Attachment: Response Instructions

2018-2019

Charlynn R. McCarthy
Foreperson

Dwayne Ardis

Georgina Atchison

Linda Benton Rafanan

Donalda Biscar

Linda S. Casey

Gary Chaffin

Terry A. Christensen

Kenneth M. Cooper

Gayle Gentile-Royal

Yvette Gonzalez

Mahlon "Sonny" Keel

Peter A. Krebsbach

Bonnie M. Lyday

Amelia Rivera

Donna L. Schaffel

Verlaine Schneider

Jerry D. Troxel

Enrique R. Vicuna

1415 Truxtun Avenue, Ste. 600
Bakersfield, CA 93301
(661) 868-4797
Fax: (661) 321-0761
www.co.kern.ca.us/grandjury

§933. Findings and Recommendations (Excerpt)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every election county officer or agency head for which the grand jury has responsibility pursuant to section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file those offices.

As used in this section "agency" includes a department

§933.05. Responses to Findings (Excerpt)

(a) For purposes of subdivision (b) of Section 933, as to **each** grand jury **finding**, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.
(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to **each** grand jury **recommendation**, the responding person or entity shall report one of the following actions:
(1) The recommendation has been implemented, with a summary regarding the implemented action.
(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

KERN COUNTY PUBLIC WORKS
BAKERSFIELD CITY PUBLIC WORKS
Kern County Solid Waste
Wake Up Kern County
The "Trash Police" Are Coming!

SUMMARY:

Since the advent of the Industrial Revolution, there have been inventions and new manufactured items to make life easier. The finer things in life have also caused us to create LANDFILLS! Initially, landfills just buried trash, but the Revolution allowed us to invent monitoring and measuring instruments, which has allowed us to see what was happening with the buried trash. It was found that the landfills were producing volatile gases. Due to these conditions, laws needed to be implemented. California has implemented many laws regarding the global warming effect. The most significant is the implementation of SB 1383 (the Law) which requires us to be more vigilant when taking out the garbage/trash or face the "Trash Police".

PURPOSE OF INQUIRY:

California Penal Code §925 and §925a authorizes the Grand Jury to routinely conduct an inquiry/investigation of the Kern County Public Works and the City of Bakersfield Public Works. These departments may not be working in unison to comply with the State of California's SB 1383 rules and regulations to reduce Short-Lived Climate Pollutants and Organic Waste Reductions of 75 percent by January 1st, 2025.

PROCESS:

The 2018-2019 Kern County Grand Jury Special Districts Committee (Committee) visited the Green Waste Facility on Mt. Vernon Ave., the MRC (Metropolitan Recycling Center) on Mt. Vernon Ave., BARC (Bakersfield ARC), Bena and Shafter-Wasco Landfills as well as Roberts Lane and McFarland-Delano Transfer Stations. The Committee researched the internet and conducted interviews with the Kern County Public Works and the City of Bakersfield Public Works Directors and Staff.

BACKGROUND:

The *California Department of Resources Recycling and Recovery* (CalRecycle) is a department within the California Environmental Protection Agency and was created on January 1st, 2010. It merged the California Integrated Waste Management Board and the beverage container recycling program, previously managed by the California Department of Conservation. *CalRecycle administers and provides oversight for all of California's state-managed non-hazardous waste handling and recycling programs.*

CalRecycle's vision is to inspire and challenge Californians to achieve the highest waste reduction, recycling and reuse goals in the nation. CalRecycle's budget is $1.4 billion plus $1.1 billion Beverage Container Re-cycling Fund, better known as CRV (California Redemption Value).

On September 19th, 2016, then Governor Brown signed SB 1383 into law. This will change how landfills operate today and in the future. SB 1383 requires CalRecycle to direct the reduction of statewide disposal of organic waste; *as landfilled organic waste emits methane gas and contributes to climate change.* In conjunction with the requirement, CalRecycle has mandated a 50 percent reduction of organic waste going to landfills from the 2014 levels by January 1st, 2020, and a 75 percent reduction by January 1st, 2025.

These landfills have been under constant change since 2014 in the effort to comply with the 75 percent reduction of organic greenhouse gases by January 1st, 2025. This reduction in GHG (greenhouse gas) begins with the residents and the way they manage their household waste. There are three curbside carts in some of the jurisdictions. These three carts are the current solution for the majority of waste generated in the county.

Brown Carts

The brown cart is used for general trash that can't be recycled. Surprisingly, not much would go in this cart. Items like Styrofoam, thin-plastic food containers, wax/plastic coated papers and domestic animal feces are among the few things that can't be recycled. The contents of this cart is picked up by the franchise haulers (trash trucks), then taken directly to the landfills to be buried.

Green Carts

The green cart is where your grass clippings, bushes, wood products, paper, standard cardboard and food wastes are deposited. This cart is picked up by the trash trucks, and taken to the Mt. Vernon Green Waste Facility. These items are separated and conveyer-belted to various areas of the facility. This material will either be composted or chipped, then sold to customers.

Blue Carts

The blue cart is for recyclables. **Rinsed** plastic and glass containers, as well as broken-down corrugated cardboard, tin cans and small metal items go in these carts. The trash trucks take the contents to the MRF or BARC where the trucks dump their loads in a big pile. The material is placed on conveyer belts where it is sorted and dumped into their perspective bins. The plastics and cardboards are separated, bundled and readied for shipment. The glass is placed in bins and placed on trucks for final destination. Mixed paper is sent to the Mt. Vernon Green Waste Facility. Any residuals go to the landfill.

FACTS/FINDINGS: (See Glossary for definition of terms Appendix B)

Landfills/Transfer Stations

Kern County Public Works Department is the Owner/Operator for all landfills and transfer stations in Kern County. These permitted landfills are regulated by the County of Kern Environmental Health Division to ensure compliance with all rules and regulations as defined in the Conditional Use Permit.

There are seven landfills, four transfer stations and three bin site locations throughout Kern County. (See Appendix A)

F1. Landfills have a network of piping for the collection and disposal of methane gas that each facility generates. There is a horizontal grid of buried pipelines every 40 to 50 feet in depth connected to a series of vertical wells drilled to capture the methane gas that is generated. This methane gas is collected and flared (burned) at each facility.

F2. Landfills producing methane gas are monitored 24/7 with the data collected at the KCPW headquarters. These facilities are permitted and monitored by the Kern County Air Pollution Control District:

Active Landfills:	Average Flow Rate	Yearly Total
Bena Sanitary	1,214.8 SCFM*	612,709,405 SCF
Ridgecrest Sanitary	118.1 SCFM	59,212,645 SCF
Shafter-Wasco Sanitary	285.5 SCFM	147,716,189 SCF
Tehachapi Sanitary	64.6 SCFM	32,120,413 SCF
Inactive Landfills:		
Arvin Sanitary	190.1 SCFM	79,606,149 SCF
China Grade	217.2 SCFM	75,598,270 SCF
Kern Valley	77.0 SCFM	21,559,375 SCF
McFarland-Delano	110.9 SCFM	15,126,337 SCF
Totals:	**2,278.2 SCFM**	**1,043,648,783 SCF**

*(Standard Cubic Feet per Minute)

F3. At the Bena Landfill, a $12 million capital investment is being evaluated by a 3rd party contractor to treat and compress this methane gas for sale to a natural gas transmission system. The other landfills within Kern County do not generate enough methane to justify the expenditure.

F4. Landfills have Gatekeepers assigned to each location to direct the self-haulers to the correct area within the facility. One of the Gatekeeper's responsibilities is to eliminate any lost time for the franchise haulers while at the "face" of the dump site.

F5. A major concern at landfills is the self-haulers who are not inspected by the Gatekeepers and dump their load into the landfill. This "trash" may contain green waste, recyclables and hazardous materials that must then be hand removed from the landfill and taken to a diversion site located at each landfill. Load Checkers at the "face" make random inspections to check these loads for household hazardous waste.

F6. When the self-hauler **is** inspected by the landfill Gatekeeper, the self-hauler is directed to the diversion site set up to properly dispose of the waste, assuring that it does not become part of the landfill. The large diversion site at each landfill is a collection of several small specialty sites designed to collect and recycle specific products.

F7. The Transfer Stations have Gatekeepers who direct the self-haulers to the designated collection sites to off load their waste. Transfer stations are important in the reduction of GHGs.

F8. Everything deposited at the diversion sites and transfer stations are sold for profit. Year to date, these facilities have generated $1,258,304 to offset the cost of labor:

a. Used tires, mattresses, old appliances, electronics, cardboards, old concrete (used for road base) and tree stumps are things that generate revenue.
b. Lumber piles are chipped and sold to the Mt. Poso Cogeneration Plant as fuel.
c. Large branches, leaves, grass and small yard waste are processed and sold as compost.
d. Labor cost is reduced by using the Kern County's Sheriff's Work Release Program.

F9. The Solid Waste Enterprise Fund is the means by which Kern County operates the Solid Waste Management System. This Fund has three main sources of revenue:

- **Gate and Bin Fees:** All **non-**residential waste is subject to a fee. Tires and construction debris, however, are classified as nonresidential waste regardless of where the waste is generated. Disposal fees are site specific due to the availability of programs at these facilities.
- **Land Use Fee**: All residential parcels within Kern County are charged an annual land use fee. This fee appears on property tax bills as KCSWMP Land Fee. Vacant property is not charged a land use fee.

Green Waste Facility

The City of Bakersfield, Department of Public Works Solid Waste & Recycling Division owns and operates the Mt. Vernon Green Waste Facility located at 2601 South Mt. Vernon Ave., Bakersfield, California. The facility was built in 1992, starting with a five acre plot and has grown to 97 acres. The site is designated for a maximum permitted throughput of 976 tons per day of generated food, green materials and wood waste. The facility accepts green waste from both metropolitan and nonmetropolitan franchise haulers. Currently, the facility processes 650 tons per day, with the capability to process an additional 326 tons per day. This facility is a low emission composting facility using both windrow and ASP (Aeration Static Piles).

F10. The estimated replacement cost today for a facility this size would be $50 million.

F11. The windrow process is being replaced by ASP because it uses excessive amounts of electricity and water and is labor intensive with the use of large motorized tillers, front end loaders and dump trucks to move the material. It will also reduce the footprint, thereby allowing the Bakersfield City Public Works to apply for a new land use permit to process additional green waste in the future.

F12. The residential green carts that are collected by the franchise haulers may contain "dirty" material (household trash, glass, metals, and other miscellaneous items). This "dirty" material is loaded onto a sorter to remove all non-compostable materials and then transported by a conveyor belt to the ASP.

F13. Presently, 11,000 tons per year of mixed paper is blended with green waste and made into compost.

F14. Twenty years ago, the BCPW management, working with Dreyer's Ice Cream, initiated a pilot program for the disposal of food waste. Today, 30 tons per day (approximately 11,000 tons per year) of food waste from Dreyer's is successfully processed at the green waste facility.

F15. Under the current law, food and food-soiled paper must be recycled. Another 25,000 tons of commercial litter (paper bags, soda cups, food wrappers, paper food trays) is blended with green waste for compost.

F16. The food waste delivered to the landfills at Shafter-Wasco and Ridgecrest must first be blended with equal amounts of green waste before it is trucked to the Mt. Vernon Green Waste Facility.

F17. The finished compost must pass stringent environmental and health standards (the removal of heavy metals, pathogens, and coliforms) with a 99.9 percent purity before it can be sold.

F18. There is a strong market for all compost produced in the San Joaquin Valley. Unfortunately, it costs $30 per ton to produce and can only be sold for $5 per ton.

F19. Tree stumps are accepted at Mt. Vernon for recycling. The tree stumps are loaded onto trucks and delivered to *"Mulch Masters"* in Delano, a contractor for *Caltrans.*

F20. Waste lumber is chipped and sold to the Mt. Poso Cogeneration Plant as fuel.

F21. Treated lumber is sent to an offsite hazardous waste facility for disposal.

Material Recycling Facility

There are four MRFs in Kern County. Three facilities are owned by a group of franchised haulers and a non-profit, BARC. These facilities represent multi-million dollar investments by the owners and are highly automated for the separation and removal of site specific recyclable materials. The markets for recyclable materials have been slow to develop domestically and have declined drastically internationally. The MRFs are losing money for both private and non-profit:

- All KCPW haulers send their blue cart waste to one of their own facilities.
- BCPW uses both the private and BARC facilities based on the hauler's route.

F22. KCPW has given permission to the franchise haulers to request an annual surcharge of $20.52 over the next three years for residents using the blue carts in the universal collection areas, to offset their losses. This equates to $300,000 per year.

F23. BCPW will not ask the Bakersfield City Council for a surcharge increase at this time.

F24. The BARC facility does not have the same high degree of automation that private MRFs do, but with skills training, the BARC employees perform their tasks safely and efficiently:

- BARC has additional functions that are not available at the private MRFs such as tire shredding, cardboard box reuse and beverage decanting (removing spoiled or outdated liquids).

F25. BARC charges $55 per ton for using their facility compared to $90 per ton at a private facility. BARC has an offset loss of over $100,000 per month because of closed markets, i.e. China.

F26. KCPW and BCPW are asking for a rate increase for transportation costs to adjust for the cost of living and fuel. KCPW had asked the Kern County Board of Supervisors for a 4.7 percent increase on May 21st, 2019, and BCPW is asking the Bakersfield City Council for a 3.2 percent increase on June 5th, 2019:

	PRIOR	PROPOSED
KCPW	$257.00	$270.00 per Year
BCPW	$207.00	$214.00 per Year

F27. *Kern County has a Solid Waste Management Advisory Committee (SWMAC) to identify solid waste issues on a countywide concern. The committee shall develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by CalRecycle. Duties of SWMAC are, but not limited to:*

- *Review the County's current plan for implementing solid waste management in the future.*
- *Determine the need for solid waste collections system, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.*
- *Facilitate resolution of conflicts and inconsistencies between or among City and County source reduction and recycling elements.*
- *Develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by CalRecycle, to guide the development of the siting elements of the countywide waste management plan.*

For more information on SWMAC go to: www.kerncounty.ca.gov/solid waste management advisory committee

SB 1383 Timeline

On December 18th, 2018 *CalRecycle* approved a timeline for the implementation of SB 1383.

F28. Selected members of the KCPW and BCPW, responsible for the implementation of SB 1383, have attended training classes and joined the on-line webcast sessions provide by *CalRecycle.*

F29. Currently, *CalRecycle* is working with statewide jurisdictions on the proposed rules and requirements (still in draft form) needed to implement SB 1383:
a. *CalRecycle* intends to adopt these new regulations in the fall of 2019.

b. *KCPW* will meet with *CalRecycle* to seek positive evaluations on all current organic programs that have been implemented within the jurisdiction and will negotiate resolutions to current organic programs as necessary.

c. New regulations will not become enforceable until January 1st, 2022. This provides jurisdictions, businesses and haulers time to make budgetary and logistic decisions.

F30. *"A Countywide Jurisdiction Division/Disposal Progress Report by Cal Recycle dated 2017 documents each county jurisdiction status."*

Jurisdiction	Tonnage	*Target (PPD)	*Actual (PPD)
Arvin	10,592.14	3.0	2.7
Bakersfield	316,505.46	5.4	4.5
California City	8,929.10	3.7	3.3
Delano	25,967.07	4.0	2.7
Kern (Unincorporated)	380,291.98	7.8	6.0
Maricopa	912.90	5.7	3.8
McFarland	6.939.48	2.9	2.6
Ridgecrest	29,086.48	5.5	5.6
Shafter	23,906.50	17.2	7.1
Taft	7,876.46	11.0	4.6
Tehachapi	15,157.37	9.2	6.7
Wasco	23,347.00	4.5	4.7
Total Tonnage	**849,523.10**		

*Population Disposal (PPD) = Pounds per Person per Day.

F31. Beginning January 1st, 2020, the State of California has a requirement of a 50 percent reduction in organic waste as compared to a statewide disposal waste at the 2014 level:

- BCPW will meet the 50 percent reduction in organic waste per state requirements.
- KCPW will **not** meet the 50 percent reduction in organic waste by January 1st, 2020, *the data used to calculate the 2014 level for Kern County will likely be contested by CalRecycle as it includes some jurisdictionally mixed residuals from material recovery and composting facilities.*
  The reasoning is:
  - *The dynamic of "just put it in the trash" mentality or culture*
  - *Lack of a three cart system that serves all of Kern County*
  - *Organic and non-organic material recycling and recovery due to the downturn of the domestic and international markets*
  - *Lack of infrastructure and program cost*

F32. Unincorporated Kern County does not have sufficient infrastructure to properly handle all of the generated organic waste. The following facilities are key components in the organic strategy:

a. Three bio-mass combustion units with "Air Curtain Technology" have been purchased by Kern County to burn green waste and generate electricity to operate the sorting and composting machines. The three units will consume 30,000 tons of waste per year:
   - Each unit will cost $750,000 and have a payout of less than one year. The justification will be to eliminate the annual $2,500,000 fee and transportation costs.
   - The first unit is being installed at the Shafter-Wasco landfill. The second unit is scheduled to be installed at Bena, and the third unit might be installed at the McFarland-Delano Transfer Station.

b. KCPW intends to construct a compost facility at the Shafter-Wasco landfill. Fully constructed, the compost facility is anticipated to process 100,000 tons of inbound material per year. The facility will include a large concrete pad with short walls forming "bunker-like" structures. Material will be placed in these bunkers in ASP. Each ASP will be covered with a "Gore" cover to aid in odor, emissions VOCs (Volatile Organic Compounds) and moisture control as well as facilitating the composting process. KCPW is currently in the design and permitting phase for the Shafter-Wasco Composting Facility. KCPW will apply for a grant to *CalRecycle* to offset the cost for this new composting facility.

c. Projected Capital Projects to facilitate diversion activities:

	Fiscal Year	Project Name	Capital Expenditure
1.	19/20	Bena Loading Docs	$ 820,000
2.	19/20	Kern Valley Diversion Area Resurfacing & Grading	$ 866,000
3.	19/20	Mojave Diversion Area Grading	$ 395,000
4.	20/21	Bena Self Haul Facility	$ 2,200,000
5.	20/22	Shafter-Wasco Composting Facility	$ 23,000,000
6.	21/22	Shafter-Wasco Self-Haul Facility	$ 2,200,000
		Total	**$29,481,000**

F33. Presently, *CalRecycle* has not provided any assistance to local jurisdictions in defining the January 1st, 2022 enforcement and penalties phase for organic reduction and edible food recovery targets:
- KCPW has **not** developed a strategy for enforcement and the penalty phase as of this date.
- BCPW has prepared an agreement on a strategy for a "common sense method" for the enforcement and penalty phase to offset the "Trash Police". A written request has been submitted to *CalRecycle.*
- Ordinances must be prepared for the enforcement and penalties by January 1st, 2022.
- *CalRecycle* has the authority to conduct an inspection at any jurisdiction, within 24 hour notice, to ensure compliance with the law.

F34. On January 1st, 2025, all jurisdictions in the County must dispose of no more than 2.7 PPD (at home and at work), to meet the 75 percent Per Capita Disposal. This corresponds to less than a half ton per resident each year:
   a. Education of the public and the commercial sector is a high priority by BCPW, KCPW and all city jurisdictions, private waste entities and haulers.
   b. Failure to achieve this state wide target may result in a visit from the "Trash Police".

F35. The cost to implement SB 1383 will be in the millions of dollars and will be passed on to the tax payers and commercial businesses. They are:
   - Investment in the infrastructures to handle solid waste processing.
   - Implementation of a three cart collection system throughout Kern County.
   - Increase in transportation costs for the collection of solid waste.

COMMENTS:

The Kern County Grand Jury would like to thank The Kern County Public Works Management and Staff, Bakersfield City Public Works Management, BARC and the Metropolitan Recycling Center for their time, cooperation, information and tours provided to the Special District Committee in preparation of this report.

RECOMMENDATIONS:

R1. Kern County Public Works should implement the Capital Expenditures for the diversion sites to eliminate self-haulers from dumping trash at the landfill "face". (Findings 4, 5, 6 and 32c)

R2. The Sheriff's Work Release Program should continue to support the Kern County Public Works with no-cost labor. (Finding 8d)

R3. Bakersfield City Public Works should apply for a new Land Use permit to process additional food and green waste in the future. (Finding 11)

R4. Solid Waste Management Advisory Committee should become proactive during the implementation of SB 1383, ensuring uniformity of compliance with all jurisdictions in Kern County. (Findings 27, 29, 31, 32, 33, 34 and 35)

R5. All jurisdictions should have ordinances in place by January 1st, 2022, for the enforcement and penalty phase of SB 1383. (Finding 33)

R6. All jurisdictions within Kern County should institute a program by January 1st, 2022, to educate the public so they understand and follow the requirements of the three cart system. (Finding 34a)

R7. All jurisdictions within Kern County should employ the three cart system by January 1st, 2025. (Finding 35)

NOTES:

- The Kern County Public Works and the Bakersfield City Public Works should post a copy of this report where it will be available for public review.
- Persons wishing to receive an email notification of newly released reports may sign up at: www.kerncounty.com/grandjury.
- Present and past Kern County Grand Jury Final Reports and Responses can be accessed on the Kern County Grand Jury website: www.kerncounty.com/grandjury.

RESPONSE REQUIRED WITHIN 90 DAYS TO:

PRESIDING JUDGE
KERN COUNTY SUPERIOR COURT
1415 TRUXTUN AVENUE, SUITE 212
BAKERSFIELD, CA 93301

CC: FOREPERSON
KERN COUNTY GRAND JURY
1415 TRUXTUN AVENUE, SUITE 600
BAKERSFIELD, CA 93301

APPENDIX A

2018 Landfill Operations

Condensed by Grand Jury from the Kern County Public Works "2018 Landfill Operations"

Bena Sanitary Landfill
2951 Neumarkel Rd. Bakersfield, CA 93307
Average Daily Tonnage: (Inbound) = 1,569, (Disposed) = 1,289

S	M	T	W	T	F	S
8AM – 4PM Daily						

Boron Sanitary Landfill
11400 Boron Ave. Boron, CA 93516
Average Daily Tonnage: (Inbound) = 15, (Disposed) = 14

S	M	T	W	T	F	S
12PM–4PM		12PM–4PM				8A-4P

Mojave-Rosamond Sanitary Landfill
400 Silver Queen Rd. Mojave, CA 93501
Average Daily Tonnage: (Inbound) = 102, (Disposed) = 84

S	M	T	W	T	F	S
8A-12P	8A-4P	8A-12P	8A-4P	8A-12P		8A-4P

Ridgecrest Sanitary Landfill
3301 West Bowman Rd. Ridgecrest, CA 93555
Average Daily Tonnage: (Inbound) = 191, (Disposed) = 168

S	M	T	W	T	F	S
8AM – 4PM Daily						

Shafter-Wasco Sanitary Landfill
17621 Scofield Rd. Shafter, CA 93263
Average Daily Tonnage: (Inbound) = 508, (Disposed) = 490

S	M	T	W	T	F	S
10A – 2P	8AM – 4PM					

Taft Sanitary Landfill
13351 Elk Hills Rd. Taft, CA 93268
Average Daily Tonnage: (Inbound) = 168, (Disposed) = 154

S	M	T	W	T	F	S
12P-4P	8A-4P		8A-4P			8A-4P

Tehachapi Sanitary Landfill
12001 E. Tehachapi Blvd. Tehachapi, CA 93561
Average Daily Tonnage: (Inbound) = 141, (Disposed) = 113

S	M	T	W	T	F	S
10A – 2P	8AM – 4PM					

Glennville Transfer Station
9301 Hwy 155 Glennville, CA 93226
Average Daily Tonnage: (Disposed) = 4

S	M	T	W	T	F	S
8A-4P			8A-4P			

Kern Valley Transfer Station
6092 Wulstein Ave. Kernville, CA 93238
Average Daily Tonnage: (Disposed) = 56

S	M	T	W	T	F	S
8A-4P			8A-4P			

Lebec Transfer Station
300 Landfill Rd. Lebec, CA 93243
Average Daily Tonnage: (Disposed) = 17

S	M	T	W	T	F	S
9A-5P			9A-5P			

McFarland-Delano Transfer Station
11249 Stradley Ave. Delano, CA 93215
Average Daily Tonnage: (Disposed) = 22

S	M	T	W	T	F	S
9A-5P			9A-5P			

Keene Bin Site
29592 Woodford-Tehachapi Rd. Keene, CA93531
Average Daily Tonnage: (Disposed) = 1

S	M	T	W	T	F	S
		8A-12P				8A-4P

Loraine-Twin Oaks Bin Site
34007 Sand Canyon Rd. Twin Oaks, CA 93518
Average Daily Tonnage: (Disposed) = 2

S	M	T	W	T	F	S
9A-5P		6A-2P	9A-5P		6A-2P	9A-5P

Randsburg Bin Site
38155 Goler Rd. Randsburg, CA 93528
Average Daily Tonnage: (Disposed) = 1

S	M	T	W	T	F	S
1P-5P				8A-12P		8A-12P

APPENDIX B GLOSSARY OF TERMS

Aerated Static Piles (ASP): Composting used to biodegrade organic material without physical manipulation during primary composting by providing air circulation for controlled aeration.

Biomass: Controlled burning of specified organic materials, such as wood waste, agricultural crop residues, leaves, grass clippings, and pruning's to produce electricity or heat.

CalRecycle-permitted landfill: A facility located within California that is permitted by CalRecycle to accept and bury solid waste from jurisdictions within and outside of California.

Composting: The process of collecting, grinding, mixing, piling, and suppling sufficient moisture and air to organic materials to speed natural decay. The finished product of composting operations is compost, a soil amendment added to topsoil.

Diversion: For waste measurement purposes, diversion is any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces waste disposed at CalRecycle-permitted landfills.

Franchise hauler: Any waste hauler that has a contract granted by a county board of supervisors, after a competitive bidding process, for the collection, disposal or destruction or garbage, waste or debris.

Good faith effort: Means all reasonable and feasible efforts by a city, county, or regional agency to implement those programs or activities identified in its source reduction and recycling element that achieve the same or similar results. CalRecycle has adopted detailed enforcement guidelines for evaluating agencies that fail to implement their plans or fail to achieve required per capita disposal rates.

Green waste: Is any organic waste that can be composted.

Jurisdictions: A city, county, a combination city and county, or a regional agency with responsibility for meeting integrated waste management act requirements.

Per Capita Disposal: Is a numeric indicator of reported disposal divided by jurisdiction population (residents) or in some cases jurisdiction industry employment (employees to obtain disposal by individual.

Recycling: The process of collecting, sorting, cleansing, treating, and reconstituting material that otherwise become solid waste, returning them to the economic mainstream

in the form of raw materials for new, reused, or reconstituted products that meet quality standards necessary to be used in the marketplace.

Self-hauler: Waste that is hauled to a transfer, processing, or disposal facility by someone other than a franchise waste hauler.

Transfer Station: A facility which receives, handles, separates, converts or otherwise processes solid waste. These facilities transfer the solid waste to a landfill.

Windrows: A long line of material heaped up by the wind or by a machine. A method of composting.

Source: CalRecycle.ca.gov

FINDINGS:

Landfills/Transfer Stations

F1-F9 do not pertain to the City of Bakersfield; they pertain to the Kern County Public Works Department. Therefore, the City of Bakersfield is not able to agree or disagree with the findings.

Green Waste Facility

F10. The estimated replacement cost today for a facility this size would be $50 million.

City agrees with findings.

F11. The windrow process is being replaced by ASP because it uses excessive amounts of electricity and water and is labor intensive with the use of large motorized tillers, front end loaders and dump trucks to move the material. It will also reduce the footprint, thereby allowing the Bakersfield City Public Works to apply for a new land use permit to process additional green waste in the future.

City agrees with findings, with clarification that the old windrow process requires repeated watering and turnover of the compost windrows with large diesel equipment, and thus uses excessive amounts of diesel fuel, water, and labor compared to the aerated static pile (ASP) system.

F12. The residential green carts that are collected by the franchise haulers may contain "dirty" material (household trash, glass, metals, and another miscellaneous items). This "dirty" material is loaded onto a sorter to remove all non-compostable materials and then transported by a conveyor belt to the ASP.

City agrees with findings.

F13. Presently, 11,000 tons per year of mixed paper is blended with green waste and made into compost.

City agrees with findings.

F14. Twenty years ago, the BCPW management, working with Dreyer's Ice Cream, initialed a pilot program for the disposal of food waste. Today, 30 tons per day (approximately 11,000 tons per year) of food waste from Dreyer's is successfully processed at the green waste facility.

City agrees with findings.

F15. Under the current law, food and food-soiled paper must be recycled. Another 25,000 tons of commercial liter (paper bags, soda cups, food wrappers, paper food trays) is blended with green waste for compost.

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City agrees with findings.

F16. The food waste delivered to the landfills at Shafter-Wasco and Ridgecrest must first be blended with equal amounts of green waste before it is trucked to the Mt. Vernon Green Waste Facility.

City partially agrees with the findings. As a minor technical point, the food waste may be sent to the Mt. Vernon facility even if it is blended with more than an equal amount of green waste.

F17. The finished compost must pass stringent environmental and health standards (the removal of heavy metals, pathogens and coliforms) with a 99.9 percent purity before it can be sold.

City agrees with findings.

F18. There is a strong market for all compost produced in the San Joaquin Valley. Unfortunately, it costs $30 per ton to produce and can only be sold for $5 per ton.

City agrees with findings.

F19. Tree stumps are accepted at Mt. Vernon for recycling. The tree stumps are loaded onto trucks and delivered to "Mulch Masters" in Delano, a contractor for Caltrans.

City agrees with findings.

F20. Waste lumber is chipped and sold to the Mt. Poso Cogeneration Plant as fuel.

City partially agrees with findings. The Mt. Poso Plant is paid to accept the material, rather than the City selling the material.

F21. Treated lumber is sent to an offsite hazardous waste facility for disposal.

City partially agrees with findings. On a minor technical point, the treated lumber is disposed of at the Bena Landfill. It is not necessary to send to an offsite hazardous waste facility.

Material Recycling Facility

F22. KCPW has given permission to the franchise haulers to request an annual surcharge of $20.52 over the next three years for residents using the blue carts in the universal collection areas, to offset their losses. This equates to $300,000 per year.

City agrees with findings.

F23. The BARC facility does not have the same high degree of automation that private MRFs do, but with skills training, the BARC employees perform their tasks safely and efficiently:

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- BARC has additional functions that are not available to the private MRFs such as tire shredding, cardboard box reuse and beverage decanting (removing spoiled or outdated liquids).

City agrees with findings.

F25. BARC charges $55 per ton for using their facility compared to $90 per ton at a private facility. BARC has an offset loss of over $100,000 per month because of closed markets, e.g. China.

City partially agrees with findings. The City of Bakersfield has no actual knowledge of how much BARC loses financially.

F26. KCPW and BCPW are asking for a rate increase for transportation costs to adjust for the cost of living and fuel. KCPW had asked the Kern County Board of Supervisors for a 4.7 percent increase on May 21, 2019, and BCPW is asking the Bakersfield City Council for a 3.2 percent increase on June 5, 2019:

PRIOR		PROPOSED
KCPW	$257.00	$270.00 per Year
BCPW	$207.00	$214.00 per Year

City agrees with findings.

F27. Kern County has a Solid Waste Management Advisory Committee (SWMAC) to identify solid waste issues on a countywide concern. The committee shall develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by CalRecycle. Duties of SWMAC are, but not limited to:

- Review the County's current plan for implementing solid waste management in the future
- Determine the need for a solid waste collections system, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.
- Facilitate resolution of conflicts and inconsistencies between or among City and County source reduction and recycling elements
- Develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by CalRecycle, to guide the development of the siting elements of the countywide waste management plan.

For more information on SWMAC go to: www.kerncounty.ca.gov/solid-waste-advisory-committee

City agrees with findings.

SB 1383 Timeline

On December 18, 2018, CalRecycle approved a timeline for the implementation of SB 1383.

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F28. Selected members of the KCPW and BCPW, responsible for the implementation of SB 1383, have attended training classes and joined the online webcast sessions provided by CalRecycle.

City agrees with findings.

F29. Currently, CalRecycle is working with statewide jurisdictions on the proposed draft rules and requirements needed to implement SB 1383:

a. CalRecycle intends to adopt these new regulations in the Fall 2019.
b. KCPW will meet with CalRecycle to seek positive evaluations on all current organic programs that have been implemented within the jurisdiction and will negotiate resolutions to current organic programs as necessary.
c. New regulations will not become enforceable until January 1, 2022. This provides jurisdictions, businesses and haulers time to make budgetary and logistic decisions.

a. City agrees with findings.
b. City neither agrees or disagrees with findings. This pertains to KCPW only.
c. City agrees with findings.

F30. "A Countywide Jurisdiction Division/Disposal Progress Report by CalRecycle dated 2017 documents each county jurisdiction status."

Jurisdiction	**Tonnage**	**Target (PPD)**	**Actual**
Arvin	10,592.14	3.0	2.7
Bakersfield	316,505.46	5.4	4.5
California City	8,929.10	3.7	3.3
Delano	25,967.07	4.0	2.7
Kern*	380,291.98	7.8	6.0
Maricopa	912.90	5.7	3.8
McFarland	6,939.48	2.9	2.6
Ridgecrest	29,086.50	5.5	5.6
Shafter	23,906.50	17.2	7.1
Taft	7,876.46	11.0	4.6
Tehachapi	15,157.37	9.2	6.7
Wasco	23,347.00	4.5	4.7
Total Tonnage	**849,523.10**		

Population Disposal (PPD) = Pounds per Person per Day
*Unincorporated

City agrees with findings, relative to the Bakersfield data. BCPW does not track such data for other jurisdictions.

F31. Beginning January 1, 2020, the State of California has a requirement of a 50 percent reduction in organic waste as compared to a statewide disposal waste at the 2014 level:

- BCPW will meet the 50 percent reduction in organic waste per state requirements
- KCPW will **not** meet the 50 percent reduction in organic waste by January 1, 2020, the data used to calculate the 2014 level for Kern County will likely be contested

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by CalRecycle as it includes some jurisdictionally mixed residuals from material recovery and composting facilities.

The reasoning is:

- The dynamic of "just put it in the trash" mentality or culture
- Lack of a three-cart system that serves all of Kern County
- Organic and non-organic material recycling and recovery due to the downturn of the domestic and international markets
- Lack of infrastructure and program cost

City agrees with the finding's first bullet point, which concerns BCPW. The second bullet point does not concern BCPW.

F32. Unincorporated Kern County does not have sufficient infrastructure to properly handle all of the generated organic waste. The following facilities are key components in the organic strategy:

a. Three biomass combustion units with "Air Curtain Technology" have been purchased by Kern County to burn green waste and generated electricity to operate the sorting and composting machines. The three units will consume 30,000 tons of waste per year:
   - Each unit will cost $750,000 and have a payout of less than one year. The justification will be to eliminated the annual $2,500,000 fee and transportation costs.
   - The first unit is being installed at the Shafter-Wasco landfill. The second unit is scheduled to be installed at Bena, and the third unit might be installed at the McFarland-Delano Transfer Station.

b. KCPW intends to construct a compost facility at the Shafter-Wasco landfill. Fully constructed, the compost facility is anticipated to process 100,000 tons of inbound materials per year. The facility will include a large concrete pad with short walls forming "bunker-like" structures. Material will be placed in these bunkers in ASP. Each ASP will be covered with a "Gore" cover to aid in odor, emissions VOCs (Volatile Organic Compounds) and moisture control as well as facilitating the composting process. KCPW is currently in the design and permitting phase for the Shafter-Wasco Composting Facility. KCPW will apply for a grant to CalRecycle to offset the cost for this new composting facility.

c. Capital Project Expenditures to facilitate diversion activities

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Fiscal Year	Project Name	Capital Expenditure
19/20	Bena Loading Docs	$820,000
19/20	Kern Valley Diversion Area Resurfacing & Grading	$866,000
19/20	Mojave Diversion Area Grading	$395,000
20/21	Bena Self Haul Facility	$2,200,000
21/22	Shafter-Wasco Composting Facility	$23,000,000
21/22	Shafter-Wasco Self-Haul Facility	$2,200,000
	Total	**$29,481,000**

City cannot agree nor disagree. The finding pertains to KCPW only.

F33. Presently, CalRecycle has not provided any assistance to local jurisdictions in defining the January 1, 2022 enforcement and penalties phase for organic and food recovery targets:

- KCPW has not developed a strategy for enforcement and the penalty phase as of this date
- BCPW has prepared a statement on this strategy for a "common sense method" for the penalty phase to offset the "Trash Police." A written request has been submitted to CalRecycle.
- Ordinances must be prepared for the enforcement and penalties by January 1, 2022.
- CalRecycle has the authority to conduct an inspection at any jurisdiction with 24-hour notice, to ensure compliance with the law.

City agrees with the finding, in that the statements pertain to the draft CalRecycle regulations, noting that they are still in the formation process.

F34. On January 1, 2025, all jurisdictions in the County must dispose of no more than 2.7 PPD (at home and at work), to meet the 75 Per Capita Disposal. This corresponds to less than half a ton per resident per year.

a. Education of the public and the commercial sector is a high priority by BCPW, KCPW, and all city jurisdictions, private waste entities and haulers.
b. Failure to achieve this state-wide target may result in a visit from the "Trash Police."

a. City agrees with findings
b. City partially agrees with findings. To clarify, the draft SB 1383 regulations would require warnings and penalties for having the wrong type of waste in the wrong container, rather than for missing the statewide target of 75 percent.

F35. The cost to implement SB1383 will be in the millions of dollars and will be passed on to the tax payers and commercial businesses. They are:

- Investment in the infrastructure to handle solid waste processing.
- Implementation of a three-cart collection system throughout Kern County.

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- Increase in transportation costs for the collection of solid waste.

City agrees with findings

R1. Kern County Public Works should implement the Capital Expenditures for the diversion sites to eliminate self-haulers from dumping trash at the landfill "face" (Findings 4, 5, 6 and 32c)

The recommendation pertains to KCPW only. BCPW cannot implement it.

R2. The Sheriff's Work Release Program should continue to support the Kern County Public Works with no-cost labor. (Finding 8d)

The recommendation pertains to KCPW only. BCPW cannot implement it.

R3. Bakersfield City Public Works should apply for a new Land Use permit to process additional food and green waste in the future. (Finding 11)

The recommendation has not yet been implemented, but will be implemented in late 2019.

R4. Solid Waste Management Advisory Committee should become proactive during the implementation of SB 1383, ensuring uniformity of compliance with all jurisdictions in Kern County. (Findings 27, 29, 31, 32, 33, 34 and 35)

The recommendation pertains to KCPW only. BCPW cannot implement it.

R5. All jurisdictions should have ordinances in place by January 1, 2022, for the enforcement and penalty phase of SB 1383 (Finding 33)

The recommendation has not yet been implemented. It is consistent with the current draft of SB 1383 regulations, which CalRecycle anticipates completing in late 2019. BCPW will follow the final regulations once they are complete.

R6. All jurisdictions within Kern County should institute a program by January 1, 2022, to educate the public so they understand and follow the requirements of the three-cart system. (Finding 34a)

The recommendation has not yet been implemented. It is consistent with the current draft of SB 1383 regulations, which CalRecycle anticipates completing in late 2019. BCPW will follow the final regulations once they are complete.

R7. All jurisdictions within Kern County should employ the three-cart system by January 1, 2015 (Finding 35)

The recommendation has not yet been implemented by BCPW. In summary, the three-cart system recycles approximately 52,500 tons of green waste per year, and 11,000 tons of mixed recyclables per year.

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ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Miscellaneous ba.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/30/2019

WARD: Ward 2

SUBJECT: Transfer $1,523,133 currently budgeted federal Regional Surface Transportation Program (RSTP) funds and $406,875 currently budgeted Gas Tax Funds from the Pavement Rehabilitation Brundage Lane project to the new Pavement Rehabilitation F Street project.

STAFF RECOMMENDATION:

Staff recommends approval of transfers.

BACKGROUND:

Public Works Design Engineering staff reduced the scope of work for the federal and gas tax funded Brundage Lane between Washington Street and Oswell Street project. This resulted in project savings, which staff proposes to use to fund a new project, the Pavement Rehabilitation on F Street from 24th Street to State Route 204.

During the preliminary design phase, the scope of work for the Brundage Lane project was reduced by not reconstructing areas of the pavement that were not being fully utilized. Majority of this stretch of Brundage Lane is being used as one lane in each direction; however, the original scope called for a full depth reconstruction of the entire pavement. Staff found it more economical to reconstruct only the travel lanes and overlaying the remaining portions of the roadway. The existing roadway outside of the existing travel lanes are in fair condition and not in failure requiring reconstruction. This resulted in net savings of approximately $1,900,000, which staff recommends using on the Pavement Rehabilitation along F Street between 24th Street and State Route 204.

This transfer allows staff to start the design of the F Street project and to pay outside consultants for preliminary engineering items such as Geotechnical Reports and surveying that needs to be completed before the project can be awarded. The F Street Pavement Rehabilitation project is scheduled to be awarded in Summer 2020.

KernCog approved transferring the federal project savings to the new F Street project. There is no General Fund impact associated with this transfer.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Miscellaneous bb.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/30/2019

WARD: Ward 1

SUBJECT: Letter of Support for the Assignment, Assumption, and Extension of the Loan Terms of Redevelopment Agreement (RA) 09-005 for the Rehabilitation of Madison Place Apartments from Mercy-Housing California-XI L.P., to Self-Help Enterprises.

1. Direct staff to issue a letter of support stating the City of Bakersfield's willingness to assign and extend the terms of RA 09-005 from Mercy-Housing California –XI L.P. (Mercy) to Self-Help Enterprises (SHE);
2. Upon SHE's proceeding with acquiring the property, direct staff to work with Self-Help Enterprises to negotiate new loan terms, develop conditions for the assignment and assumption of the loan, and prepare all documents as needed to bring back to your Council for approval.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

On May 4th, 2009 the City of Bakersfield entered into agreement RA 09-005 with Mercy-Housing California – XI, LP to provide $350,000 in a 55-year forgivable loan for rehabilitation costs to improve the 56-unit multi-family housing complex known as Madison Place Apartments, located at 1885 Madison Street. The Agreement allows 1/55 of loan balance to be forgiven each year the project complies with the terms, including maintenance as affordable housing units pursuant to California Health and Safety Code 50053 (affordable rents definition) and 50093 (State adopted definition for low and very-low income households) for the duration of the 55-year loan term.

On June 19th, 2019 Self-Help Enterprises (SHE) contacted city staff to request an assignment and assumption of the loan. SHE is a 501c3 non-profit affordable housing developer whose efforts have impacted the lives of 55,000 families in the San Joaquin Valley over the last 54

years. Mercy-Housing California-XI L.P. is interested in selling the property to SHE, who in turn will maintain the property as affordable rental housing. At this time, SHE is applying for funding in order to purchase and rehabilitate the property.

SHE is requesting a letter of support from the City of Bakersfield stating our willingness to consider the following actions:

- Assign the existing City of Bakersfield loan on the property to SHE, including all the regulatory requirements associated with the financing;
- Extend the loan terms on the existing loan for an additional 55 year from the date of assignment and assumption of the loan to SHE.

This letter provides support for SHE as they pursue additional funding for acquiring and rehabilitating the site by providing leverage to increase their chances of obtaining financial commitments from funding sources, which give preference in their application process to projects with existing leverage. Once funding is secured for the acquisition and rehabilitation of the site, a formal agreement, a final underwriting, new loan terms, and any additional documents as needed will be developed and brought back to your Council for review and approval.

ATTACHMENTS:

	Description	Type
🗋	Redevelopment Agency Agreement 09-005	Backup Material

RA 09-005

MAY 0 4 2009

OWNER PARTICIPATION AGREEMENT
(Madison Place Apartments)

By and Between

BAKERSFIELD REDEVELOPMENT AGENCY
a public body, corporate and politic

and

Mercy Housing California-XI, LP
a California limited partnership
(Owner)

AGENCY
ORIGINAL

AGREEMENT NO. _____

MAY 0 4 2009

OWNER PARTICIPATION AGREEMENT
(Madison Place Apartments)

THIS OWNER PARTICIPATION AGREEMENT ("Agreement") is entered into as of the date executed by the Agency, by between the **BAKERSFIELD REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Agency"), and **MERCY HOUSING CALIFORNIA-XI, LP**, a California limited partnership ("Owner"). The parties agree as follows:

1.0 PURPOSE OF THE AGREEMENT

This Agreement and the Attachments hereto are intended to effectuate the Redevelopment Plan for the Southeast Bakersfield Redevelopment Project (the "Redevelopment Project Area") by providing for the rehabilitation of certain residential multifamily units within in the Redevelopment Project Area that are owned by the Owner and which are on land subject to a ground lease, (designated herein as the "Site"). The Site is located at 1885 Madison Street, Bakersfield, CA 93307 and is currently improved with 56 affordable units to very low and low income residents on 4.67 acres. The rehabilitation of the apartments (the "Project"), is described in the Scope of Development. The rehabilitation of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City of Bakersfield ("City") and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

2.0 DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

2.1 **Affordable Rent**. For a Low Income Household, the term "Affordable Rent" shall have the meaning prescribed for that term in Health and Safety Code Section 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code Section 50093 (i.e., for Low Income Households, a rent, including a reasonable utility allowance, not exceeding the product of 30 percent times 80 percent of the area median income for Kern County adjusted for family size appropriate for the unit). For a Very Low Income Household, the term "Affordable Rent" shall have the meaning prescribed for that term in Health and Safety Code Section 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code Section 50093 (i.e., for Very Low Income Households, a rent, including a reasonable utility allowance, not exceeding the product of 30 percent times 50 percent of the area median income for Kern County adjusted for family size appropriate for the unit).

AGENCY

2.2 **Agency Financial Assistance**. The term "Agency Financial Assistance" shall mean the total amount of the financial assistance made by Agency to Owner to fund the rehabilitation costs for the Project, as further described in Section 402 below.

2.3 **Agency Note**. The term "Agency Note" shall mean that certain promissory note for a total amount of Three Hundred Fifty Thousand Dollars ($350,000.00), representing the cash loan contribution from the Agency to the Owner's Contractor for the Project. A form of the Agency Note is attached hereto as **Attachment No. 6** and incorporated herein by this reference.

2.4 **Agreement**. The term "Agreement" shall mean this entire Owner Participation Agreement, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

2.5 **Certificate of Completion**. The term "Certificate of Completion" shall mean that document prepared in accordance with Section 5.13 of this Agreement, in the form attached as **Attachment No. 8**, which shall evidence that the construction and rehabilitation of the improvements required by this Agreement have been satisfactorily completed.

2.6 **City**. The term "City" shall mean the City of Bakersfield, a municipal corporation.

2.7 **Close of Escrow**. The term "Close of Escrow" shall mean the time when the Deed of Trust and Regulatory Agreement are recorded on the Site after all conditions have been met pursuant to Section 4.4.

2.8 **Days**. The term "days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

2.9 **Deed of Trust**. The term "Deed of Trust" shall refer to that deed of trust and assignment of rents attached hereto as **Attachment No. 7**, securing Owner's obligations pursuant to the Agency Note, this Agreement and the Regulatory Agreement.

2.10 **Effective Date**. The Effective Date of this Agreement shall occur after approval hereof by the Agency, and shall mean the date this Agreement is approved on behalf of Agency.

2.11 **Enforced Delay**. The term "Enforced Delay" shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

2.12 **Escrow**. The term "Escrow" shall mean the escrow established pursuant to this Agreement for the recording of the Deed of Trust and the Regulatory Agreement on the Site.

2.13 **Escrow Agent**. The term "Escrow Agent" shall mean Fidelity National Title Insurance Company or another mutually acceptable escrow company agreed to by the parties hereto.

2.14 **Manager's Unit.** The term "Manager's Unit" shall mean the one (1) unit of the Project that may be designated by Owner as a residence for a "Qualified Manager."

2.15 **Project**. The term "Project" shall mean all of the improvements required to be constructed and rehabilitated by Owner on the Site pursuant to this Agreement, including, but not limited to, exterior painting; repairs of stucco and siding, handicap accessibility improvements and other landscape and outdoor play and shade improvements. The overall Project is more particularly described in the Scope of Development attached hereto as **Attachment No. 4**. Upon completion, the Project will continue to be a residential apartment complex including fifty-six (56) units restricted for rent to Low and Very Low Income Households, including one (1) Unit which may be rented to a Qualified Manager.

2.16 **Qualified Manager**. The term "Qualified Manager" shall mean the Project Manager selected and retained by Owner pursuant to the Regulatory Agreement. The Qualified Manager may reside in a "Manager's Unit" designated by Owner. The Manager's Unit shall be restricted to occupancy by the Qualified Manager and their households, but shall not be subject to any income restriction.

2.17 **Qualified Tenant**. The term "Qualified Tenant" shall mean those existing residents and households seeking to rent a Restricted Unit who satisfy all of the following requirements:

a. Upon execution of a lease with Owner pursuant to this Agreement, each member of the household will occupy a Restricted Unit as its principal residence, and each member intends to thereafter continuously occupy such Restricted Unit as its principal residence.

b. Upon execution of a lease with Owner pursuant to this Agreement, the household income is no greater than a Low Income Household.

2.18 **Redevelopment Plan**. The term "Redevelopment Plan" shall mean the Redevelopment Plan for the Southeast Bakersfield Redevelopment Project Area in the City of Bakersfield, as adopted by Ordinance No. 3905 of the City Council on June 30, 1999, and as such Redevelopment Plan has been amended from time to time. Agency hereby warrants and represents that the Redevelopment Plan was validly adopted and is in full force and effect, that the applicable limitations period for challenging the validity of the Redevelopment Plan has expired and that the proposed Project is in accordance with and permissible under the Redevelopment Plan. A copy of the Redevelopment Plan is on file in the office of the City Clerk of the City. The Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein.

2.19 **Regulatory Agreement**. The term "Regulatory Agreement" shall mean that Regulatory Agreement attached hereto as **Attachment No. 9**, running with the land and providing for the proper maintenance of common facilities and improvements and the management and use of the Project and to insure the Restricted Units remain affordable pursuant to the terms of this Agreement.

2.20 **Reimbursable Costs**. The Term "Reimbursable Costs" shall be those development costs payable by the Agency after the Contractor has disbursed $25,000.00 to pay the Contractor's share of the construction costs and predevelopment costs based on all financial sources of Project funding and approved by the Agency's Executive Director.

2.21 **Restricted Unit**. The term "Restricted Unit" shall mean and refer to one of the fifty-six (56) apartment units in the Project which are restricted to occupancy by this Agreement and the Regulatory Agreement to a Low Income Household at an Affordable Rent. "Restricted Units" shall mean and refer collectively to each and every Restricted Unit located on the Site.

2.22 **Schedule of Performance**. The term "Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as **Attachment No. 3**.

2.23 **Site and Site Map**. The Project is located upon that existing parcel of real property located at 1885 Madison Street. The legal description of the Site is set forth in **Attachment No. 1**. The Site Map is set forth in **Attachment No. 2**.

3.0 PARTIES TO THE AGREEMENT

3.1 **Agency.** Agency is a public body, corporate and politic, exercising governmental functions and powers, organized and existing under the California Redevelopment Law of the State of California (Health and Safety Code Sections 33000, et seq.). The office of Agency is located at 1501 Truxtun Avenue, Bakersfield, California 93301. The term "Agency," as used in this Agreement, includes the Bakersfield Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

3.2 **Owner**.

3.2.1 **Identification**. Mercy/Charities Housing California, a California nonprofit public benefit corporation is the Ground Lessor. The Site is leased to and the buildings to be rehabilitated are owned by Mercy Housing California–XI, LP, a California limited partnership designated herein as the Owner. Address for Owner is c/o Mercy Housing California, 1500 South Grand Avenue, Suite 100, Los Angeles, CA 90015. The managing general partner for the Owner is Mercy Properties, Inc., Address is 1999 Broadway, #1000, Denver, CO 80202.

3.2.2 **Successors and Assigns**. Except as may be expressly provided herein, all of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Owner and the permitted successors, assigns and nominees of Owner. Wherever the term "Owner" is used herein, such term shall include any permitted successors and assigns of Owner as herein provided.

3.2.3 **Qualifications**. The qualifications and identity of Owner are of particular concern to the Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Owner. The Agency has considered the experience, financial capability of Owner in building successful affordable housing projects. Based upon these considerations, the Agency has imposed those restrictions on transfer set forth in this Agreement.

3.3 **Restrictions on Transfer**.

3.3.1 **Transfer Defined**. As used in this section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Owner in the aggregate, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. In the event Owner or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Owner, or of beneficial interests of such trust; in the event that Owner is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest; in the event that Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

3.3.2 **Restrictions Prior to Completion**. Prior to issuance of the Certificate of Completion, Owner shall not Transfer this Agreement or any of Owner's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below,

without the prior written approval of Agency, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval to any Transfer by Owner of its interest in the Site before the issuance of the Certificate of Completion, which Transfer requires Agency approval, Agency shall consider factors such as (i) whether the completion or implementation of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Owner's obligations hereunder; and (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Agency, prior to the issuance of a Certificate of Completion no Transfer by Owner of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring Agency approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement assuming such obligations in a form approved by the Agency.

3.3.3 **Exceptions**. The foregoing prohibition shall not apply to any of the following:

(a) Any mortgage, deed of trust, or other form of conveyance for financing, as approved by the Agency Executive Director, but Owner shall notify Agency in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

(b) Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the acquisition of and improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.

(c) The granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

(d) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(e) A sale or transfer of 49% or more of ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or transfers to a corporation or partnership in which the immediate family members or shareholders of the transferor have a controlling majority interest of 51% or more.

(f) A sale or transfer to a Qualified Tax Credit Investor; provided that such Qualified Tax Credit Investor shall be in a non-managing role.

(g) Restrictions After Completion. It is hereby acknowledged by Owner and Agency that significant Agency Financial Assistance is being provided for the Project. Therefore, subsequent to the issuance of the Certificate of Completion, Owner may not sell, transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any transfer restrictions contained within the Deed of Trust or the Regulatory Agreement, as applicable.

4.0 AGENCY FINANCIAL ASSISTANCE

4.1 **Agency Financial Assistance**. Agency shall provide the Agency Financial Assistance to Owner upon the terms and conditions hereinafter set forth.

4.1.1 **Pro rata Construction Costs**. Agency agrees to provide certain financial assistance to Owner to reimburse the Owner for up to an amount not to exceed $350,000 for the construction costs of the Project. The draw downs on the Agency Note shall be approved. Owner may submit monthly draws for the eligible expenses after the Close of Escrow on the Agency Note and Deed of Trust.

The Agency Financial Assistance and the completion and operation of the Project shall be secured by the Agency's Deed of Trust attached hereto as **Attachment No. 7**; provided that the Agency's security shall be subordinated to Owner's existing financing for the Project as approved by Agency and according to the financing Plan.

4.1.2 **Application for Disbursement**. On or about the 30th day of each month after the Close of Escrow and continuing until all of the applicable Agency Financial Assistance, has been disbursed, Owner shall submit to Agency an "Application for Disbursement" which shall include:

(a) A written, itemized statement, signed by a representative of Owner which sets forth: (i) a description of the work performed, material supplied, and/or costs incurred or due for which disbursement is requested; and (ii) the total amount incurred, expended and/or due for the requested disbursement. If requested by Agency, back up documentation shall be presented to substantiate the disbursement request. All moneys applied for and disbursed pursuant to this Section 4.1 shall be applied only for the corresponding improvements and the statement(s) by the representative of Owner shall so affirm.

(b) Mechanics lien waivers including: (i) a Conditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(1)) for itself and each contractor covered by such Request Payment, (ii) an Unconditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(2)) for itself and each of its contractors covering the full amount of all previous payments made to Owner, and (iii) an Unconditional Waiver and Release Upon Final Payment (California Civil Code Section 3262(d)(4)) for its contractors who have completed their work and for whom Owner has received full payment.

(c) An Architect's certificate or determination by Agency staff of substantial completion, prior to the final disbursements.

(d) Certification that, in completing construction pursuant to this Section 4.2, Owner has complied with all applicable laws.

Each Application for Disbursement by Owner shall constitute a representation and warranty by Owner that all work encompassed by the Application has been accomplished in accordance with City standards for such work and sound construction practices, and that Owner is in compliance with all of the provisions of this Agreement.

4.1.3 **Approval and Payment**. Upon evidence of executed and recorded agreement documents and satisfactory receipt of the Application for Disbursement, Agency shall review the same and shall approve the same subject to such exceptions as Agency deems reasonably necessary and appropriate under the then current circumstances. Such approval shall not unreasonably be withheld or delayed. Agency shall pay, or cause to be paid, any approved disbursements within thirty (30) days following Agency's receipt of the corresponding Application for Disbursement.

4.2 **Escrow.** Within the time period specified in the Schedule of Performance, Escrow shall be opened for recording of the Deed of Trust and Regulatory Agreement for this Agreement. This Agreement shall constitute the joint escrow instructions of the Agency and the Owner for purposes of recording the Deed of Trust and the Regulatory Agreement. A duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. The Escrow Agent is empowered to act under these instructions. Agency and Owner shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modifications by both Owner and Agency.

4.3 **Conditions to Close of Escrow and Funding of Agency Financial Assistance**. The Close of Escrow and Agency's obligation to provide the Agency Financial Assistance shall, in addition to any other conditions set forth herein in favor of Agency, be conditional and contingent upon the satisfaction, or waiver by

Agency, of each and all of the following conditions within the time provided in the Schedule of Performance:

4.3.1 **Extension of Ground Lease.** Owner shall provide evidence that the Ground Lease dated October 24, 1996 between Owner and Ground Lessor has been amended to extend the term to a minimum of May 1, 2064, to ensure Owner's ability to carry out the terms of the Regulatory Agreement for 55 years.

4.3.2 **Cost Determination**. Agency shall have approved Owner's Financing Plan, which shall identify all of the sources of funding approved for the Project.

4.3.3 **Evidence of Financial Capability**. Prior to provision of Agency Financial Assistance for construction, Owner shall submit to Agency's Executive Director for approval evidence reasonably satisfactory to the Executive Director that Owner has the financial capability necessary for the rehabilitation of the Project thereon pursuant to this Agreement. Such evidence of financial capability shall include all of the following:

(a) Reliable cost estimates for Owner's total cost of developing the Project (including both "hard" and "soft" costs).

(b) A copy of the proposed contract between Owner and its general contractor for all of the improvements required to be constructed hereunder, certified by Owner to be a true and correct copy thereof. The Agency's Executive Director shall also have the right to review and approve any revisions that are made to the proposed contract after its approval by the Executive Director.

4.3.4 **Title Matters**. Upon recordation of the Deed of Trust, Agency shall receive an ALTA lender's policy insuring the lien of the Deed of Trust in the amount of the Agency Note. The title for the Site shall have no obligations, deeds of trust other than those approved by Agency for purposes of development of this Project.

4.3.5 **Executed Documents For Recording.** The Deed of Trust, the Agency Note and the Regulatory Agreement shall be executed and ready to be recorded on the Site.

4.3.6 **No Default**. There shall be no default of any term of this Agreement.

4.4 **Recordation Instructions**.

4.4.1 **Payoff of Existing liens**. Prior to recordation of the Regulatory Agreement and the Agency Deed of Trust, the Agency shall have reviewed and approved any liens which will take priority. After all liens have been satisfied or approved as senior, the Regulatory Agreement shall be recorded followed by the Agency's Deed of Trust.

4.4.2 **Allocation of Costs**. The Escrow Agent is authorized to allocate costs as follows: Owner and Agency shall each pay one-half of all Escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges. Each party shall pay its own attorneys' fees.

4.5 **Termination of Escrow**.

4.5.1 **Termination**. Escrow may be terminated by demand of either party who then shall have fully performed its obligations hereunder if:

(a) The Conditions to Closing have not occurred or have not been approved, disapproved or waived, as the case may be, by the approving party by the date established herein for the occurrence of such Condition, including any grace period pursuant to this Section; or

(b) Escrow is not in a condition to close by the date set for Closing; or

(c) Either party is in breach of the terms and conditions of this Agreement.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until thirty (30) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the thirty (30) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in Section 4.5.2. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Owner and Agency or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

4.5.2 **Opportunity to Cure**. Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party with the power to approve said Conditions (the "approving party"), then such party shall explain in writing to the other party (the "nonapproving party") the reason for the disapproval. Thereafter, the nonapproving party shall have an additional thirty (30) days to satisfy any such Condition to Closing, and only if such Conditions still cannot be satisfied may the approving party terminate the Escrow. In the event Escrow is not in a condition to close because of a default by any party, and the performing party has made demand as stated above in Section 4.5.1, then upon the non-performing party's delivering its objection to Escrow Agent and the performing party within the above thirty (30) day period, the non-performing party shall have the right to cure the default in accordance with and in the time provided in Section 7.1.

4.6 **Responsibility of Escrow Agent.**

4.6.1 **Deposit of Funds**. All funds received in Escrow shall be deposited by the Escrow Agent in a special escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

4.6.2 **Notices**. All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 8.1 of this Agreement for notices, demands and communications between Agency and Owner.

4.6.3 **Sufficiency of Documents**. The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Owner's and Agency's instructions for their use.

4.6.4 **Exculpation of Escrow Agent**. The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

4.6.5 **Responsibilities in the Event of Controversies**. If any controversy documented in writing arises between Owner and Agency or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Owner and Agency of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

5.0 DEVELOPMENT OF THE SITE

5.1 **Scope of Development**. Contractor shall rehabilitate the Site as provided in the Scope of Development and the Regulatory Agreement and as approved by the City.

5.2 **Development Approvals**. Contractor shall obtain all planning, environmental, engineering and building plan approvals or permits from the appropriate City planning and engineering departments on or before the date set forth in the Schedule of Performance.

5.3 **Owner Responsibilities During Construction**. Except to the extent of the Agency Financial Assistance, the cost of rehabilitating all of the improvements required to be constructed for the Project shall be borne by Contractor.

5.4 **Schedule of Performance; Progress Reports**. Contractor shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. The Agency's Executive Director may make revisions to the Schedule of Performance for periods not to exceed six (6) months from the original times specified.

Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay. Owner shall keep Agency informed of the progress of construction and shall submit to the Agency's Executive Director monthly written reports of the progress of the Project's construction in the form required by this Agreement.

5.5 **Insurance**. In addition to any other insurance or bond required under this Agreement, the Owner (either itself or through Contractor) shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

5.5.1 Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

(a) Provide coverage for owned, non-owned and hired autos.

5.5.2 Broad form commercial general liability insurance, unless otherwise approved by the Agency, City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

(a) Provide contractual liability coverage for the terms of this Agreement.

(b) Provide products and completed operations coverage.

(c) Contain an additional insured endorsement in favor of the Agency, its mayor, council, officers, agents, employees and volunteers.

5.5.3 Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars

($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of Agency, City, its mayor, council, officers, agents, employees and designated volunteers.

5.5.4 Except for professional liability, all policies required of the Owner shall be primary insurance as to Agency, City, its mayor, council, officers, agents, employees or designated volunteers and any insurance or self-insurance maintained by Agency and City shall be excess of the Owner's insurance and shall not contribute with it.

5.5.5 Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

5.5.6 Unless otherwise approved by City's Risk Manager, all policies shall contain an endorsement providing Agency and City with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to Agency on demand.

5.5.7 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by Agency.

5.5.8 The Owner shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The Agency and City may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

5.5.9 Full compensation for all premiums which the Owner is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

5.5.10 It is further understood and agreed by the Owner that its liability to Agency and City shall not in any way be limited to or, affected by the amount of insurance obtained and carried by the Owner in connection with this Agreement.

5.5.11 Unless otherwise approved by Agency and City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if AGENCY and CITY has approved lesser insurance requirements for Owner.

5.5.12 **Builder's risk policy**: Projects for the construction of buildings or structures with a value exceeding Two Million Dollars ($2,000,000) shall carry the following builder's all risk insurance or other insurance as approved by AGENCY:

OWNER shall purchase and maintain property insurance on a builder's risk "all risk" or equivalent policy form naming Agency and City as a named insured, or increase existing coverage to include additional project exposure as long as property policy functions as a builder's risk policy naming Agency and City as a named insured. Builder's risk policy shall be in an amount equal to the actual cash value of the building on completion and the deductible shall be in an amount acceptable to AGENCY and CITY. The policy shall stay in force until completion of the project.

5.5.13 All policies required of the Owner shall be primary insurance as to Agency, City, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY shall be excess of the Owner's insurance and shall not contribute with it.

5.6 **THIRD PARTY CLAIMS**. AGENCY and CITY will timely notify Owner of third party claims relating to this contract. AGENCY and CITY shall be allowed to recover from Owner, and Owner shall pay on demand, all costs of notification.

5.7 **INDEMNITY.**

5.7.1 **General Indemnity**. Owner shall indemnify, defend, and hold harmless Agency, City, its officers, agents and employees ["Covered Parties"] 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, arising out of, connected with, or caused by Owner, its employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for Agency's, City's sole active negligence or willful misconduct.

5.7.2 **Indemnity Concerning Agreement Approval**. Separate and apart from the general indemnity provided in 5.7.1 above, the Owner agrees to indemnify, defend and hold harmless the Covered Parties from any claim, action, cause of action or demands of any kind arising out of, connected with or relating to the Agency's approval of this Agreement or its validity, including, but not limited to, any prevailing wage claim as required in 5.10.

5.8 **City and Other Governmental Agency Permits**. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are Owner's responsibility under the Scope of Development, Owner shall at its own expense secure, or cause to be secured, any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. The Owner shall not be obligated to commence construction if any such permit is not issued despite good faith effort by Owner. If there is delay beyond the usual time for obtaining any such permits due to no fault of Owner, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. Owner shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City or Agency which are standard for and uniformly applied to similar projects in the City.

5.9 **Rights of Access**. Representatives of the Agency shall have the reasonable right of access to the Site without charges or fees, at any time during normal construction hours during the period of construction, for the purpose of assuring compliance with this Agreement, including but not limited to the observation of the construction work being performed by or on behalf of Owner. Such representatives of Agency shall be those who are so identified in writing by the Agency's Executive Director. Each such representative of Agency shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Owner, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. Agency shall indemnify, defend, and hold Owner harmless from any injury or property damage caused or liability arising out of Agency's exercise of this right of access.

5.10 **Applicable Laws**. Owner shall carry out the construction of the improvements to be constructed by Contractor in conformity with all applicable laws, including all applicable federal and state labor laws. In order to comply with Labor Code Section 1720(c)(4), Agency agree that the funds it will use to provide the Agency Financial Assistance shall be solely derived from that portion of tax increment funds required by Health and Safety Code Sections 33334.2 or 33334.6 to be used for the purpose of increasing, improving, and preserving the community's supply of low- and moderate-income housing and held in Agency's Low and Moderate Income Housing Fund pursuant to Health and Safety Code Section 33334.3. Therefore, Owner, and Agency believe that, as all of the Agency Financial Assistance for the Project is provided from Agency's affordable housing fund, that the Project is exempt from state prevailing wage law requirements. Notwithstanding that understanding, Owner agrees to indemnify, defend and hold harmless the Agency and the City from any claim relating to or concerning the payment of prevailing wages for work performed in the Site.

AGENCY ORIGINAL

5.11 **Taxes, Assessments, Encumbrances and Liens**. Owner shall pay, when due, all real estate taxes and assessments assessed or levied subsequent to conveyance of title. Until the date Owner is entitled to the issuance by Agency of a Certificate of Completion, Owner shall not place, or allow to be placed thereon, any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Owner shall remove, or have removed, any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Owner from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Owner in respect thereto.

5.12 **Security Interests in Site**.

5.12.1 **Definitions**. As used in this Section 5.12, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

5.12.2 **No Encumbrances Except Mortgages to Finance The Project**. Approved mortgages required for any reasonable method of financing of the construction of the improvements are permitted according to the Financing Plan before issuance of a Certificate of Completion but only for the purpose of securing loans of funds used or to be used for financing the acquisition of the Site, for the construction of improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. The Owner shall obtain the Agency's approval in advance of any mortgage, if the Owner or such entity proposes to enter into the same before the repayment of the Agency Note and the issuance of the Certificate of Completion. The Owner or such entity shall not enter into any such conveyance for financing without the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed. Any lender approved by the Agency shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, the Owner shall promptly notify the Agency of any mortgage, encumbrance, or lien that has been created or attached thereto prior to the repayment of the Agency Note and the issuance of a Certificate of Completion, whether by voluntary act of the Owner or otherwise.

5.12.3 **Owner's Breach Not to Defeat Mortgage Lien**. Owner's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

5.12.4 **Holder Not Obligated to Construct or Complete Improvements**. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

5.12.5 **Notice of Default to Mortgages, Deed of Trust or other Security Interest Holders**. Whenever Agency shall deliver any notice or demand to Owner with respect to any breach or default by Owner hereunder, Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to Agency therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

5.12.6 **Right to Cure**. Each holder (insofar as the rights of Agency are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(a) obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(b) add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Owner under this Section 5.12 shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Owner under this Section 5.12.

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No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Owner's obligations to Agency by written agreement satisfactory to Agency with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to Agency, to a Certificate of Completion from Agency.

5.12.7 **Agency's Rights upon Failure of Holder to Complete Improvements**. In any case where one hundred eighty (180) days after default by Owner in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section 5.12, or if it has exercised such option and has not proceeded diligently with construction, Agency may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(b) All expenses incurred by the holder with respect to foreclosure, if any;

(c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(d) The costs of any improvements made by such holder, if any; and

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Agency.

In the event that the holder does not exercise its option to construct afforded in this Section 5.12, and Agency elects not to purchase the mortgage of holder, upon written request by the holder to Agency, Agency agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by Agency), who shall assume the obligations of making or

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completing the improvements required to be constructed by Owner, or such other improvements in their stead as shall be satisfactory to Agency. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e), hereinabove, and any balance remaining thereafter shall be applied as follows:

1. First, to reimburse Agency, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Agency, including but not limited to payroll expenses, management expenses, legal expenses, and others.

2. Second, to reimburse Agency, on its own behalf and on behalf of the City, for all payments made by Agency to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Owner, its successors or transferees.

3. Third, to reimburse Agency, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Agency in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section 5.12.

4. Fourth, any balance remaining thereafter shall be paid to Owner.

5.12.8 **Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default**. In the event of a default or breach by Owner (or entity permitted to acquire title under this Section 5.12) of a mortgage prior to the payment of Agency Note and the issuance by Agency of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, Agency may cure the default prior to completion of any foreclosure. In such event, Agency shall be entitled to reimbursement from Owner or other entity of all costs and expenses incurred by Agency in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

(a) Any mortgage for financing permitted by this Agreement; and

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon Agency any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

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5.13 **Certificate of Completion**. Upon the completion of all construction required to be completed by Owner on the Site, Agency shall furnish Owner with a Certificate of Completion for the Site in the form attached hereto as **Attachment No. 7** upon written request therefor by Owner. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the office of the Recorder of Kern County. A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the rehabilitation of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto.

After the issuance of a Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed of Trust and the Regulatory Agreement attached hereto. After issuance of a Certificate of Completion, the Agency shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed of Trust or the Regulatory Agreement.

Agency shall not unreasonably withhold a Certificate of Completion. If Agency refuses or fails to furnish a Certificate of Completion within thirty (30) days after written request from Owner or any entity entitled thereto, Agency shall provide a written statement of the reasons Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain Agency's opinion of the action Owner must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Agency will issue its Certificate of Completion upon the posting of a bond in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Agency.

A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Owner's right to obtain a Certificate of Occupancy from the City before the Certificate of Completion is issued.

5.14 **Estoppels**. No later than thirty (30) days after the request of Owner or any holder of a mortgage or deed of trust, Agency shall, from time to time and upon the request of such holder, execute and deliver to Owner or such holder a written statement of Agency that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Owner under this Agreement, if such be the determination of the Agency, and certifying as to whether or not Owner has at the date of such certification complied with any obligation of Owner hereunder as to which such

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holder may inquire. The form of any estoppel letter shall be prepared by the holder or Owner and shall be at no cost to Agency.

6.0 USES AND MAINTENANCE OF THE SITE

6.1 **Uses of the Site**. The Owner covenants and agrees for its self, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Owner, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Owner and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Owner hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Owner, that Owner and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining and operating a residential rental project meeting the requirements and restrictions of this Agreement, the Deed of Trust, and the Regulatory Agreement, including, without limitations, restriction of the rental and occupancy of the Restricted Units only to Qualified Tenants for a rent not in excess of an Affordable Rent for the period specified herein.

6.2 **Affordable Housing**. The Owner covenants and agrees to rehabilitate the Restricted Units in conformity with the Scope of Development and City-approved plans, and rent them in accordance with the terms and conditions of the Regulatory Agreement and in compliance with applicable State law.

6.3 **Obligation to Refrain from Discrimination**. There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Owner, or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

6.4 **Form of Nondiscrimination and Nonsegregation Clauses**. Subject to the tenancy/occupancy restrictions on the Restricted Units not prohibited by federal law as embodied in this Agreement, which may modify the following nondiscrimination clauses, the following shall apply: Owner shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed,

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religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

6.4.1 **Deeds**. In Deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those basis are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of Subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

6.4.2 **Leases**. In Leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: 'That there shall be no discrimination against or segregation of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those basis are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of Subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

6.4.3 **Contracts**. Any contracts which Owner or Owner's heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination and nonsegregation clause substantially as set forth in Section 603 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

6.5 **Maintenance of Improvements**. Owner covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, or any part thereof, that Owner shall be responsible for maintaining all improvements that may exist on the Site in accordance with the terms and conditions of the Regulatory Agreement. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Regulatory Agreement. Owner's further obligations to maintain the Site, and Agency's remedies in the event of Owner's default in performing such obligations, are set forth in the Regulatory Agreement. Owner hereby waives any notice, public hearing, and other requirements of the public nuisance

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laws and ordinances of the City that would otherwise apply, except as specified in said Regulatory Agreement. Upon the sale of any portion of the Site, Owner (but not Owner's successor) shall be released from the requirements imposed by this Section 6.5, and the financial liability therefor, as to the portion of the Site conveyed.

6.6 **Effect of Covenants.** Agency is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land appearing in the Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the Agency in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Agency shall run without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Site, or in the Redevelopment Project Area, and shall be effective as both covenants and equitable servitudes against the Site. Agency shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Regulatory Agreement.

7.0 DEFAULTS, REMEDIES AND TERMINATION

7.1 **Defaults, Right to Cure and Waivers**. Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice and only if the party in default has failed to commence to cure, correct or remedy such failure or delay after the 30 day notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

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7.2 **Legal Actions**.

7.2.1 **Institution of Legal Actions.** In addition to any other rights or remedies, and subject to the requirements of Section 8.1, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of Kern County, State of California, in any other appropriate court in that county, or in the Federal District Court of the Central District of California.

7.2.2 **Applicable Law and Forum.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.2.3 **Acceptance of Service of Process.** In the event that any legal action is commenced by Owner against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Secretary of Agency, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Owner, service of process on Owner shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

7.3 **Rights and Remedies are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 **Specific Performance**. In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Owner specifically acknowledges that Agency is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Owner to speculate with land.

7.5 **Attorney's Fees**. If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between the Owner and Agency only, in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law, pursuant to the definition Code of Civil Procedure Section 1032(a)(4), as it may be subsequently

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amended. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 GENERAL PROVISIONS

8.1 **Notices, Demands and Communications Between the Parties.** Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by facsimile, if such facsimile is followed by a notice sent out the same day by mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

Agency:	Bakersfield Redevelopment Agency 1501 Truxtun Avenue, Bakersfield, California 93301 Attn: Executive Director
With a copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave., Suite 400 Irvine, CA 92612 Attn: Dawn C. Honeywell, Esq.
Owner:	Mercy Housing of California X1 1500 S. Grand Ave., Suite 100 Los Angeles, CA 90015 Attn: Vicki L. Utley, Sr. Asset Manager
With a copy to:	Merritt Community Capital Corporation c/o Karen Smyda 1970 Broadway, Suite 250 Oakland, CA 94612

8.2 **Nonliability of City and Agency Officials and Employees; Noncollusion; Commissions.**

8.2.1 **Personal Liability**. No member, official, employee, agent or contractor of City or Agency shall be personally liable to Owner in the event of

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any default or breach by Agency or for any amount which may become due to Owner or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 8.2 is intended to limit Agency's liability.

8.2.2 **Noncollusion**. No official, officer, or employee of the Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Owner warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, an Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Owner further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Owner is aware and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

8.2.3 **Commissions.** Neither the Agency nor the Owner has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. Neither party shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

8.3 **Enforced Delay: Extension of Times of Performance**. Time is of the essence in the performance of this Agreement.

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Agency or City shall not excuse performance by Agency unless the act or failure is caused by the acts or omissions of Owner); or any other

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causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the enforced delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

Except as provided in Section 4.1, Owner's failure to obtain financing for the Project shall not be considered as events or causes beyond the control of Owner and shall not entitle Owner to an extension of time to perform.

Times of performance under this Agreement may also be extended by mutual written agreement by Agency and Owner. The Executive Director of Agency shall have the authority on behalf of Agency to approve extensions of time not to exceed a cumulative total of twelve (12) months with respect to the development of the Site.

8.4 **Books and Records.**

8.4.1 **Owner to Keep Records**. Owner shall prepare and maintain all books, records and reports necessary to substantiate its compliance with the terms of this Agreement or reasonably required by the Agency.

8.4.2 **Right to Inspect**. Either party shall have the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the other party pertaining to the Site as pertinent to the purposes of this Agreement.

8.5 **Assurances to Act in Good Faith**. Agency and Owner agree to execute all documents and instruments and to take all action, including deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate development of the Site as herein contemplated, and shall use their best efforts, to accomplish the development of the Site in accordance with the provisions hereof. Agency and Owner shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

8.6 **Interpretation**. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety. This Agreement also includes the Redevelopment Plan and any other documents incorporated herein by reference, as though fully set forth herein.

8.7 **Entire Agreement, Waivers and Amendments**. This Agreement integrates all of the terms and conditions mentioned herein, or incidental

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hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Agency or Owner, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

8.8 **Severability**. In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

8.9 **Effect of Redevelopment Plan Amendment**. Pursuant to the provisions of the Redevelopment Plan for modification or amendment thereof, Agency agrees that no further amendment to the Redevelopment Plan which changes the uses or development permitted on the Site, or changes the restrictions or controls that apply to the Site, or otherwise affects the Site, shall be made or become effective as to the Site without the prior written consent of Owner. Further amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Owner.

8.10 **Execution**.

(i) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

(ii) Agency represents and warrants that: (i) it is a Redevelopment Agency duly organized and existing under the laws of the State of California; (ii) by proper action of Agency, Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Agency does not violate any provision of any other agreement to which Agency is a party.

(iii) Owner represents and warrants that: the entering into this Agreement by Owner does not violate any provision of any other agreement to which Owner is a party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Agency.

"AGENCY"

BAKERSFIELD REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
J. PHILIP BENTLEY
Chair

APPROVED AS TO FORM:
VIRGINIA GENNARO
General Counsel

By: _____
JOSHUA H. RUDNICK
Deputy Agency Counsel

APPROVED AS TO CONTENT:
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____
DONNA L. KUNZ
Deputy Executive Director

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Officer

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"OWNER"

Mercy Housing California-XI, LP,
a California Limited Partnership

By: Mercy Properties, Inc., a Colorado nonprofit corporation general partner

By: _____
Its: VICE PRESIDENT

Acknowledges and consents to terms and conditions of this Agreement:

"GROUND LESSOR"
Mercy Housing California (formerly known as Mercy/Charities Housing California)

Date: _____

By: _____
Its: VICE PRESIDENT,

[END OF SIGNATURES]

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ATTACHMENT NO. 1

[Legal]

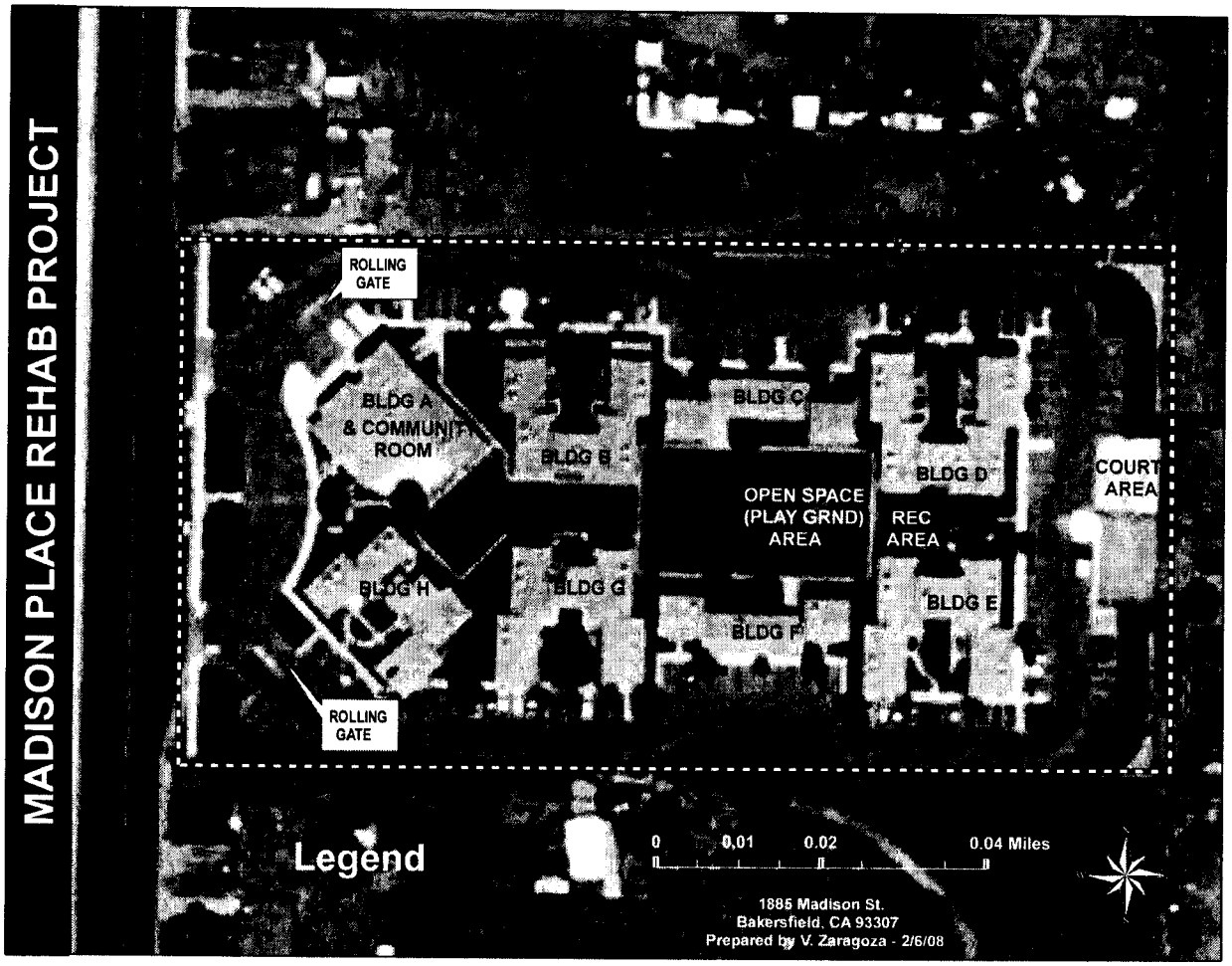
The West Half of the South Half of the North Half of the Southwest quarter of the Northeast Quarter of Section 8, Township 30 South, Range 28 East, Mount Diablo Base & Meridan

EXCEPTING therefrom an undivided 1/2 of all oil, gas, petroleum and other hydrocarbon substances within or underlying said land, or that may be produced and saved therefrom, as reserved by Sue M. Hall, a widow, in deed recorded April 1, 1941 in Book 1279 Page 402 of Official Records.

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ATTACHMENT NO. 2

SITE MAP



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ATTACHMENT NO. 3
Mercy Housing California-XI, LP OPA

TENTATIVE SCHEDULE OF PERFORMANCE

	Item To Be Performed	Time for Performance
1.	Open Escrow for Agency Financing and Regulatory Recordings	Within 10 days of execution of Agreement by both Parties
2.	Escrow Agent gives notice of fees, charges, and costs to close Escrow	One (1) week prior to Closing
3.	Deposits into Escrow by Agency:	
	a) Payment of Agency's share of Escrow Costs.	On or before 1:00 p.m. on the last business day preceding the Closing Date
4.	Deposits into Escrow by Owner:	
	a) Regulatory Agreement, Deed of Trust, and Agency Note	On or before 1:00 p.m. on the last business date preceding the Closing Date
	b) Payment of Owner's Share of Escrow Costs	On or before 1:00 p.m. on the last business date preceding the Closing Date
	c) Certificates evidencing insurance	Prior to closing, site preparation or construction
5.	Agency or Owner, as case may be, may cure any condition to closing disapproved or waived; or may cure any default	Within 30 days after date established therefor, or date of breach, as the case may be
6.	Escrow Closes	Within 36 hours of receipt of all required

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	Item To Be Performed	Time for Performance
		deposits from Agency and Owner
7.	Owner obtains all necessary permits and approvals, submits certificates of insurance, and commences construction of improvements on the Site	Within 60 days of escrow closing
8.	Agency disburses remaining Agency Financial Assistance to Owner pursuant to submittal and reimbursement requirements in Section 4.2.2	After verification that work is completed and within the amounts allocated for each phase according to the pro rata funds distribution in the financing plan
9.	Owner completes construction of improvements on the Site	Within six (6) months after issuance of building permits for the first Unit.
10.	Agency issues Certificate of Completion for the Site	Within 30 days of written request by Owner, and Owner's satisfactory completion of all improvements on the Site.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Owner and Agency. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Agency shall have the authority to approve extensions of time without Agency Board action not to exceed a cumulative total of six (6) months.

AGENCY ORIGINAL

ATTACHMENT NO. 4
Mercy Housing California-XI, LP OPA

SCOPE OF DEVELOPMENT & TIMELINE

The estimated cost for the rehabilitation of the Madison Place Apartments is approximately $375,000 (AGENCY - $350,000; Mercy Housing California XI, A California Limited Partnership - $25,000). CITY Contribution will be in a form of 55-year forgivable (declining balance) loan. The Madison Place Apartments consist of 56 affordable rental units on 4.67 acres. The apartments include six one-bedrooms, twelve 2-bedrooms, thirty-one 3 bedrooms, and seven 4 bedrooms. The typical renter is between 40% to 60% of the area median income. Some renters also receive assistance from section 8 vouchers. The scope of rehabilitation work for AGENCY's contribution must be satisfactorily completed no later than 180 days (six months) after issuance of building permit(s) for the first Unit and will generally consist of: on-site work; exterior painting; repairs of stucco and siding of eight (8) residential buildings; constructing new gutter system and roof work including new entry gates and unit railings; installing handicap accessibility improvements; removing and replacing rubberized playground surface; installing a bike rack; building an arbor to create an outdoor shady area and payment of escrow related costs. The building permit(s) for the first unit must be issued no later than sixty (60) days from the execution of the Owner Participation Agreement (OPA) by the Bakersfield RDA.

AGENCY ORIGINAL

ATTACHMENT NO. 5

[INTENTIONALLY LEFT BLANK]

AGENCY ORIGINAL

ATTACHMENT NO. 6
Mercy Housing California-XI, LP OPA

AGENCY NOTE

[On Following Pages]

AGENCY ORIGINAL

AGENCY NOTE

$350,000

FOR VALUE RECEIVED, Mercy Housing California-XI, LP ("Maker"), promises to pay the BAKERSFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic ("Holder") at 1501 Truxtun Avenue, Bakersfield, California 93301, or at such other address as Holder may direct from time to time in writing, the sum of Three Hundred Fifty Thousand Dollars ($350,000) (the "Note Amount"), together with interest thereon at the rate set forth herein. All sums payable hereunder shall be payable in lawful money of the United States of America. This Promissory Note ("Agency Note") is made in connection with the provision by the Holder of funds equal to the Agency Note pursuant to that certain Owner Participation Agreement by and between Maker and Holder, dated as of _____ (the "Agreement").

1. Disbursements. Disbursement shall be made according to requirements in the Agreement and the Financing Plan attached as Exhibit "A" setting forth the approved construction budget with all sources of funding and the pro rata contribution calculations.

2. Interest Rate.

No interest shall accrue on the Note Amount during such period as the Maker is performing all covenants pursuant to the Agreement. Only in the event of a default of the Agreement shall interest accrue from the time of the default until repayment pursuant to paragraph 2(i) below. In the event of said default interest shall accrue at the rate of three percent (3%) per annum, but in no event greater than the maximum interest rate permitted by law.

2. Repayment; Performance Credit.

Each year in which the Maker performs as required pursuant to the Agreement and the Regulatory Agreement a credit of 1/55 of the principal shall be made as if paid for that year. The principal amount of the Note Amount shall be immediately due and payable upon any default of the Agreement, including without limitation the conveyance of property not permitted by the Agreement, which is not cured within the time set forth in Section 800 of the Agreement.

3. Term.

In the event that the Regulatory Agreement Covenants are not subordinated to any construction or permanent financing, the term of the Agency Note shall commence upon the Agency's disbursement of the first predevelopment draw and terminate ("Term").

4. Application of Payments.

Each payment hereunder shall be credited first to interest then accrued and the remainder, if any, to principal. Interest shall cease to accrue upon principal so credited.

AGENCY ORIGINAL

5. Security.

This Agency Note is secured by a Deed of Trust by and between Maker, as trustor and Holder, as beneficiary (the "Deed of Trust" Attachment No. 7 to the Agreement).

6. Holder May Assign.

Holder may, at its option, assign its right to receive payment under this Agency Note without necessity of obtaining the consent of the Maker.

7. Maker Assignment Prohibited.

In no event shall Maker assign or transfer any portion of this Agency Note without the prior express written consent of the Holder, which consent may be given or withheld in the Holder's sole discretion.

8. Attorneys' Fees and Costs.

In the event that any action is instituted with respect to this Agency Note, the prevailing party promises to pay such sums as a court may fix for court costs and reasonable attorneys' fees. Holder's right to such fees shall not be limited to or by its representation by staff counsel, and such representation shall be valued at customary and reasonable rates for private sector legal services.

9. Non-Waiver.

Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.

10. Successors Bound.

This Agency Note shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

11. Terms.

Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

12. Legal Interest Rate.

No provision of this Agency Note or any instrument securing payment hereof or otherwise relating to the debt evidenced hereby shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If any excess of interest in such respect is herein or in such other instrument provided for, or shall be adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, in neither Maker or any endorsers of this Note, nor their respective heirs, personal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law.

13. Non-Recourse. Notwithstanding anything to the contrary herein contained, (i) the liability of Maker shall be limited to its interest in the Site and any rents, issues, and profits ~~arising~~

AGENCY ORIGINAL

from the Site and, in addition, with respect to any obligation to hold and apply insurance proceeds, proceeds of condemnation or other monies hereunder, any such monies received by it to the extent not so applied in accordance with the terms of this Agency Note; (ii) no other assets of Maker shall be affected by or subject to being applied to the satisfaction of any liability which Maker may have to Holder or to another person by reason of this Agency Note; and (iii) any judgment, order, decree or other award in favor of Holder shall be collectible only out of, or enforceable in accordance with, the terms of this Agency Note by termination or other extinguishment of Maker's interest in the Site. Notwithstanding the foregoing, it is expressly understood and agreed that the aforesaid limitation on liability shall in no way restrict or abridge Maker's continued personal liability for: (A) fraud or willful or grossly negligent misrepresentation made by Maker in connection with this Agency Note or any of the Agency agreements; (B) misapplication of (a) proceeds of insurance and condemnation, or (b) rent received by Maker under rental agreements entered into for any portion of the Site after default of the Agency Note; (C) the retention by Maker of all advance rentals and security deposits of tenants not refunded to or forfeited by such tenants; or (D) the indemnification undertakings of Maker under the Agency agreements.

14. General Partner Removal. The withdrawal, removal, and/or replacement of a general partner of the Maker shall not constitute a default under any of the Agreement or this Agency Note, and any such actions shall not accelerate the maturity of the Note Amount, provided that any required substitute general partner is reasonably acceptable to Holder and is selected within ninety (90) days of the effective date of the withdrawal, removal, and/or replacement.

15. Monetary Default. If a monetary event of default occurs under the terms of the Agreement or the Agency Note, prior to exercising any remedies thereunder, Holder shall give Maker and any of the general or noticed limited partners of the Maker, listed below, simultaneous written notice of such default. Maker shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Holder.

16. Non-Monetary Default. If a non-monetary event of default occurs under the terms of any of the Agreement, prior to exercising any remedies thereunder, Holder shall give Maker and any general or limited partners of the Maker, listed below, simultaneous written notice of such default. If Maker fails to take corrective action or to cure the default within the initial thirty (30) day cure period, Holder shall give Maker and any general or limited partners of Maker listed in the Agreement written notice thereof, whereupon the limited partner(s) may remove and replace the general partner with a substitute general partner, reasonably acceptable to Holder, who shall effect a cure within a reasonable time thereafter, as determined by Holder, in accordance with the foregoing provisions. In no event shall Holder be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within the period of time specified in the Agreement.

17. Purchase Rights. The transfer of Maker's interest pursuant to terms provided in the Agreement in Section 303 shall not constitute a default nor accelerate the maturity of this Agency Note.

18. Loan Assumption. If the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded covenant, any requisite consent of Holder to said sale, and to the assumption without penalty of this Agency Note by the purchaser and the release of Maker from such obligations, shall not be unreasonably withheld, provided that Holder reserves the right to (i) impose reasonable conditions to assumption as a condition to its consent, and (ii) approve in its sole discretion any designee of the project sponsor's purchase rights.

AGENCY
ORIGINAL

"MAKER"
Mercy Housing California–XI, LP
A California limited partnership

Date: _____

By: Mercy Properties, Inc., a Colorado nonprofit corporation general partner

By: Vaquie Gosteva
Its: VICE PRESIDENT

AGENCY ORIGINAL

ATTACHMENT NO. 7
DEED OF TRUST

[On Following Pages]

AGENCY ORIGINAL

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

BAKERSFIELD REDEVELOPMENT AGENCY 1501 Truxtun Avenue, Bakersfield, California 93301
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE '6103

DEED OF TRUST WITH ASSIGNMENT OF RENTS AND RIDER ATTACHED HERETO CONTAINING TERMS INCLUDING SECURITY AGREEMENT AND FIXTURE FILING

NOTE: RIDER ATTACHED TO THIS DEED OF TRUST CONTAINING TERMS INCLUDING SECURITY AGREEMENT AND FIXTURE FILING.

This DEED OF TRUST WITH ASSIGNMENT OF RENTS AND RIDER ATTACHED HERETO ("Deed of Trust"), is made _____, between Mercy Housing California XI, a California Limited Partnership, herein called TRUSTOR, whose address is 1500 S. Grand Ave., Suite 100, Los Angeles, CA 90015, FIDELITY NATIONAL TITLE INSURANCE COMPANY, herein called TRUSTEE, for the benefit of the BAKERSFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic, herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in that property in the City of Bakersfield, Kern County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO [APPEARS FOLLOWING RIDER]

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $350,000.00, with interest thereon according to the terms of a promissory note or notes of even date herewith made by Mercy Housing California-XI, LP, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Los Angeles	3778	347	Solano	1287	621

AGENCY ORIGINAL

Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 149774		Book	1964,	Page

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER ATTACHED TO THIS DEED OF TRUST

AGENCY COPY ORIGINAL

Signature of Trustor:

"GROUND LESSOR"
Mercy Housing California,
(formerly known as Mercy Charities Housing California)

Date: _____

By: _____,
Its: VICE PRESIDENT

"TRUSTOR"
Mercy Housing California XI,
A California Limited Partnership

BY: Mercy Properties, Inc.,
A Colorado non-profit general partner

By: _____,
Its: VICE PRESIDENT

[ACKNOWLEDGMENT FORMS AT END OF RIDER]

AGENCY ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN FRANCISCO }

On April 22, 2009 (Date) before me, CLAUDIA FLORES, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared VALERIE AGOSTINO (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

CLAUDIA FLORES
Commission # 1683667
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2010

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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AGENCY ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN FRANCISCO

On April 22, 2009 (Date) before me, CLAUDIA FLORES, NOTARY PUBLIC (Here Insert Name and Title of the Officer),
personally appeared VALERIE AGOSTINO (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

CLAUDIA FLORES
Commission # 1683667
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2010

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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AGENCY ORIGINAL

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as ~~above~~ provided for disposition of proceeds of fire or other insurance.

AGENCY ORIGINAL

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed

AGENCY COPY
ORIGINAL

by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

AGENCY ORIGINAL

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
WITH POWER OF SALE

AGENCY ORIGINAL

RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS **RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS** ("Rider") is executed this _____ day of _____, 2008, by Mercy Housing California XI, a California Limited Partnership, herein "Trustor," in favor of the BAKERSFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic, herein the "Beneficiary,") the same parties to that certain form Deed of Trust With Assignment of Rents, of even date hereto, to which this Rider is attached. This Rider is made a part of and is incorporated into said Deed of Trust. This Rider shall supersede any conflicting term or provision of the form Deed of Trust to which it is attached.

Reference is made to the following agreements and documents: (i) Agency Note by Mercy Housing California–XI, LP in favor of Beneficiary, dated on or about the date set forth above, the repayment of which is secured by this Deed of Trust (the "Agency Note"); (ii) Owner Participation Agreement by and between Trustor and Beneficiary, dated _____, 2009, providing for Trustor's rehabilitation of the Property; and (iii) Regulatory Agreement, dated _____, 2009, by and between Trustor and Beneficiary, providing for the use, operation, and maintenance of the Property.

The parties hereto agree:

1. Property. The estate subject to this Deed of Trust is Trustor's fee estate in the real property legally described in the Deed of Trust (the "Property"). In addition, Trustor grants to beneficiary a security interest in all of Trustor's rights, title, and interest in and to the following:

(a) All present and future inventory and equipment, as those terms are defined in the California Commercial Code, and all other present and future personal property of any kind or nature whatsoever, now or hereafter located at, upon or about the Property or used or to be used in connection with or relating or arising with respect to the Property and/or the use thereof or any improvements thereto, including without limitation all present and future furniture, furnishings, fixtures, goods, tools, machinery, plumbing and plumbing material and supplies, concrete, lumber, hardware, electrical wiring and electrical material and supplies, heating and air conditioning material and supplies, roofing material and supplies, window material and supplies, doors, paint, drywall, insulation, cabinets, ceramic material and supplies, flooring, carpeting, appliances, fencing, landscaping and all other materials, supplies and property of every kind and nature.

(b) All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the California Commercial Code, now or hereafter relating or arising with respect to the Property and/or the

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use thereof or any improvements thereto, including without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Property; (ii) all architectural, engineering, design and other plans, specifications and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, occupancy permits, construction and building permits, and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and/or operation of the Property between Trustor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease, rental or occupancy agreements and payments received thereunder; (vi) all names under which the Property is now or hereafter known and all rights to carry on business under any such names or any variant thereof; (vii) all trademarks relating to the Property and/or the development, construction, use, occupancy or operation thereof; (viii) all goodwill relating to the Property and/or the development, construction, use, occupancy or operation thereof; (ix) all insurance proceeds and condemnation awards arising out of or incidental to the ownership, development, construction, use, occupancy or operation of the Property; (x) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (xi) all loan commitments issued to Trustor in connection with any sale or financing of the Property; (xii) all water stock, if any, relating to any Property and all shares of stock or other evidence of ownership of any part of or interest in any Property that is owned by Trustor in common with others; and (xiii) all supplements, modifications and amendments to the foregoing.

(c) All fixtures located upon or within the Property or now or hereafter attached to, installed in, or used or intended for use in connection with the Property, including without limitation any and all partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, heating ventilating, air conditioning and air cooling equipment, and gas and electric machinery and equipment.

(d) All present and future accessories, additions, attachments, replacements and substitutions of or to any or all of the foregoing.

(e) All cash and noncash proceeds and products of any and all of the foregoing, including without limitation all monies, deposit accounts,

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insurance proceeds and other tangible or intangible property received upon a sale or other disposition of any of the foregoing.

2. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations ("Secured Obligations"):

(a) Payment to Beneficiary of all indebtedness at any time owing under the terms of the Agency Note;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust, the Owner Participation Agreement, and the Regulatory Agreement and Declaration of Covenants and Restrictions;

(c) Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

(d) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

3. Obligations. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges, late charges and fees at any time accruing or assessed on any of the Secured Obligations.

4. Incorporation. All terms of the Agency Note and the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of all of the foregoing documents.

5. Mortgagee-in-Possession. Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

6. No Cure. In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

7. Opportunity to Cure. Trustor's failure or delay to perform any term or provision of this Deed of Trust constitutes a default under this Deed of Trust; however, Trustor shall not be deemed to be in default if (i) Trustor cures, corrects, or remedies such default within thirty (30) days after receipt of a notice specifying such failure or delay, or (ii) for such defaults that cannot reasonably be cured, corrected, or remedied within thirty (30) days, if Trustor commences to cure, correct, or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and diligently prosecutes such cure, correction or remedy to completion.

Beneficiary shall give written notice of default to Trustor, specifying the default complained of by Trustor. Copies of any notice of default given to Trustor shall also be delivered to any permitted lender and the limited partner of Trustor, if they have requested in writing to receive such notice. Beneficiary may not institute proceedings against Trustor until thirty (30) days after giving such notice or such longer period of time as may be provided herein. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.

Except as otherwise expressly provided in this Deed of Trust, any failure or delay in giving such notice or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive either party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

In the event of any inconsistency in the terms of this Rider and the provisions set forth in the standard deed of trust recorded in the Recorder's Office of the Kern County, the terms of this Rider shall control.

8. Possession Upon Default. Subject to Section 7 above, upon the occurrence of a default, and after delivery of notice and the expiration of all applicable cure periods, Beneficiary may, at its option, without any action on its part being required and without in any way waiving such default, take possession of the Property and have, hold, manage, lease and operate the same, on such terms and for such period of time as Beneficiary may deem proper, and may collect and receive all rents and profits, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Beneficiary, and to apply such rents and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements, and all costs and expenses incident to taking and retaining possession of the Property, and the management and operation thereof, and keeping the same properly insured; (b) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment of the Note, and premiums for insurance, with interest on all such items; and (c) the indebtedness secured hereby, together with all costs and attorney's fees, in such order or priority as to any of such items as Beneficiary in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. Any amounts received by Trustor or its agents in the performance of any acts prohibited by the terms of this assignment, including, but not limited to, any

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amounts received in connection with any cancellation, modification or amendment of any lease prohibited by the terms of this assignment and any rents and profits received by Trustor after the occurrence of a default shall be held by Trustor as trustee for Beneficiary and all such amounts shall be accounted for to Beneficiary and shall not be commingled with other funds of the Trustor. Any person receiving any portion of such trust funds shall receive the same in trust for Beneficiary as if such person had actual or constructive notice that such funds were impressed with a trust in accordance therewith.

9. Receiver. In addition to any and all other remedies of Beneficiary set forth under this Deed of Trust or permitted at law or in equity, if a default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Agency Note and other sums secured hereby, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents and profits and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice, notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the power herein contained shall be secured by this Deed of Trust.

10. Security Agreement. This Deed of Trust also constitutes a Security Agreement with respect to all personal property in which Beneficiary is granted a security interest hereunder, and Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California (the "California Uniform Commercial Code") as well as all other rights and remedies available at law or in equity. Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of, the lien or security interest created hereby. Trustor and Beneficiary agree that the filing of a financing statement in the record normally having to do with personal property shall never be construed as in any way derogating from or impairing the lien of this Deed of Trust and the intention of Trustor and Beneficiary that everything used in connection with the operation or occupancy of the Property is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property or goods which are or are to become fixtures, irrespective of whether (i) any such item is physically attached to the buildings and improvements on the Property; (ii) serial numbers are used for the better identification of certain equipment items capable of being filed by the Beneficiary; or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Such mention in the financing statements is declared to be for the protection of the Beneficiary in the event any court or judge shall at any time hold that notice of Beneficiary's priority of interest must be filed in the California Commercial Code records to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivision or entity of the federal government. Trustor

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covenants and agrees to reimburse Beneficiary for any costs incurred in filing such financing statement and any continuation statements.

Upon the occurrence of default hereunder, and after delivery of notice and the expiration of all applicable cure periods, Beneficiary shall have the right to cause any of the Property which is personal property and subject to the security interest of Beneficiary hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Beneficiary shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law, specifically including without limitation the right to proceed as to both the real property and the personal property contained within the Property as permitted by Uniform Commercial Code Section 9501(4), including conducting a unified sale thereof. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any person, including both Trustee and Beneficiary, shall be eligible to purchase any part or all of such property at any such disposition.

This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Uniform Commercial Code, as amended or recodified from time to time.

11. Notices, Demands, and Communications. Formal notices, demands, and communications between Trustor and Beneficiary shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To Beneficiary:	Bakersfield Redevelopment Agency 1501 Truxtun Avenue, Bakersfield, California 93301 Attn: Executive Director
To Trustor:	Mercy Housing California-XI LP 1500 S. Grand Ave., Suite 100 Los Angeles, CA 90015 Attn: Vicki L. Utley, Sr. Asset Manager

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

12. Casualty, Condemnation, Etc. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Trustor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore, provided that (a) such

proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Beneficiary for repayment of the Agency Note or if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve (i) the construction budget, (ii) plans and specifications for any major rebuilding, including any change orders, and (iii) disbursements under a construction escrow or similar arrangement, and (c) no material default then exists under the Secured Obligations. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Agency Note in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the Agency Note.

13. Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the property encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, shall apply:

> For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the regulatory agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, Trustor has executed this Rider on the date of Trustor's acknowledgment hereinbelow, to be effective for all purposes as of the day and year first set forth above.

TRUSTOR:
Mercy Housing California XI
A California Limited Partnership

Date: _____

By: Mercy Properties, Inc.,
A Colorado non-profit general partner

By: _____,
Its: VICE PRESIDENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On April 22, 2009, before me, CLAUDIA FLORES, a Notary Public, personally appeared VALERIE AGOSTINO, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CLAUDIA FLORES
Commission # 1683667
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2010

WITNESS my hand and official seal.

Signature Claudia Flores

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(Seal)

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MADISON PLACE APARTMENTS
LEGAL DESCRIPTION

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ATTACHMENT NO. 8
Mercy Housing California-XI, LP OPA

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Mercy Housing California
1500 S. Grand Ave., Suite 100
Los Angeles, CA 90015
Attn: Vicki L. Utley, Sr. Asset Manager

(Space Above This Line for Recorder's Office Use Only)

CERTIFICATE OF COMPLETION

WHEREAS, by a Owner Participation Agreement ("Agreement") dated _____, by and between the BAKERSFIELD REDEVELOPMENT AGENCY ("Agency") and Mercy Housing California–XI, LP ("Owner"), Owner has agreed to rehabilitate an affordable family apartment development ("Project") on the Site (as such term is defined in the Agreement); and

WHEREAS, as referenced in the Agreement, Agency shall furnish Owner with a Certificate of Completion upon completion of construction and development, which release shall be in such form as to permit it to be recorded in the Official Records of the County Clerk of the Kern County, California; and

WHEREAS, Owner has requested that Agency furnish Owner with the Certificate of Completion for the Site more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Site"); and

WHEREAS, the Agreement provided for certain covenants to run with the land, which covenants were incorporated in the Regulatory Agreement, as those terms are defined in the Agreement; and

WHEREAS, such Certificate of Completion shall constitute a conclusive determination by Agency of the satisfactory completion by Owner of the construction and development required by the Agreement and of Owner's full compliance with the terms of the Agreement with respect to such construction and development, but not of the Regulatory Agreement, the provisions of which shall continue to run with the land pursuant to their terms; and

WHEREAS, Agency has conclusively determined that the construction and development on the Site required by the Agreement has been satisfactorily completed by Owner in full compliance with the terms of the Agreement.

NOW, THEREFORE,

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1. The improvements required to be constructed have been satisfactorily completed in accordance with the provisions of said Agreement.

2. This Certificate shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of the Owner, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

3. This Certificate shall not constitute evidence of Owner's compliance with the Regulatory Agreement, the provisions of which shall continue to run with the land.

4. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of the Owner to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

5. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

6. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, the Agency has executed this Certificate of Completion this _____ day of _____, _____.

BAKERSFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic

By _____
Executive Director

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STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(Seal)

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ATTACHMENT NO. 8
EXHIBIT "A"
DESCRIPTION OF SITE

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ATTACHMENT NO. 9
Mercy Housing California-XI, LP OPA

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BAKERSFIELD REDEVELOPMENT AGENCY
1501 Truxtun Avenue
Bakersfield, CA 93301
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is made and entered into this ____ day of _____, _____, by and between the BAKERSFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and Mercy Housing California, XI., A California Limited Partnership ("Owner").

RECITALS:

A. Pursuant to an Owner Participation Agreement by and between Agency and Owner dated _____, 2009 (the "OPA"), Agency has agreed to provide to Owner financial assistance in the amount of approximately Three Hundred Fifty Thousand Dollars ($350,000) (collectively, the "Agency Assistance"), all for the purpose of assisting Owner in the rehabilitation of real property utilized as a residential apartment complex thereon for rental to low and very low income households, on that certain real property located in the City of Bakersfield, Kern County, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Site").

B. Pursuant to the OPA, Owner has agreed to rehabilitate and maintain a rental apartment housing project consisting of fifty-six (56) total residential units (including one (1) resident manager's unit) (hereinafter referred to collectively as the "Project") on the Site. The Project is also referred to in the OPA as the "Project," and is further described in the Scope of Development attached to the OPA.

C. Agency and Owner now desire to place restrictions upon the use and operation of the Project, in order to ensure that the Project shall continue to be operated

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continuously as a rental apartment housing project available for rental by low and very low income persons for the term of this Agreement.

AGREEMENT:

NOW, THEREFORE, the Owner and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of the Agency, the residents of the City of Bakersfield, and every person renting a dwelling unit on the Site.

A. DEFINITIONS.

1. 1. Affordable Rent. As used in this Agreement, the term "Affordable Rent" shall refer to collectively Affordable Low Income Rent and Affordable Very Low Income Rent.

2. Affordable Low Income Rent. As used in this Agreement, the term "Affordable Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently thirty percent (30%) of eighty percent (80%) of the Kern County Median Income adjusted for the family size appropriate for the Unit.

3. Affordable Very Low Income Rent. As used in this Agreement, the term "Affordable Very Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently thirty percent (30%) of fifty percent (50%) of the Kern County Median Income adjusted for the family size appropriate for the Unit.

4. Eligible Tenant. As used in this Agreement, the term "Eligible Tenant" shall refer to a Low Income Tenant or a Very Low Income Tenant.

5. Kern County Median Income. For purposes of this Agreement, the "Kern County Median Income" shall be determined by reference to the regulations published by the California Department of Housing and Community Development in Title 25, Section 6932 of the California Code of Regulations pursuant to Health and Safety Code Section 50093, or its successor.

6. Low Income Tenant. As used in this Agreement, the term "Low Income Tenant" shall mean those tenants whose income does not exceed eighty percent (80%) of the Kern County Median Income.

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7. Very Low Income Tenant. As used in this Agreement, the term "Very Low Income Tenant" shall mean those tenants and whose household income does not exceed fifty percent (50%) of the Kern County Median Income.

8. Project Manager. As used in this Agreement, the term "Project Manager" shall refer to that entity, to be designated by Owner and approved by Agency, who shall be responsible for operating and maintaining the Project in accordance with the terms of this Agreement. Prior to Agency's approval, Owner shall act as Project Manager. Agency approves Mercy Services Corporation as Project Manager.

9. Resident Manager. As used in this Agreement, the term "Resident Manager" shall refer to that individual (or those individuals) who may reside in the Project and if so would be responsible for day-to-day management of the Project.

10. Unit. As used in this Agreement, the term "Unit" shall refer to any of the fifty-six (56) residential units reserved for Eligible Tenants or the Resident Manager.

B. RESIDENTIAL RENTAL PROPERTY. The Owner hereby agrees that the Project is to continue to be owned, managed, and operated as a project for low income and very low income residential rental purposes for a term equal to fifty-five (55) years, commencing upon the date of the recordation of the Certificate of Completion for the Site in accordance with the OPA (the "Term"). To that end, and for the term of this Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

1. Purpose. The Site is being rehabilitated for the purpose of improving the existing supply of low and very low income rental housing and the Owner shall own, manage, and operate the Project as a project to provide low and very low income rental housing, together with any functionally related and subordinate facilities.

2. Residential Use. None of the Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without the Agency's prior consent which consent may be given or withheld in its sole and absolute discretion.

3. Conversion of Project. No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Agency which approval may be given or withheld in its sole and absolute discretion.

4. Preference to Eligible Tenants. All of the Units will be available for rental in accordance with the terms of this Agreement, and the Owner shall not give preference to any particular class or group in renting the Units in the Project,

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except to the extent that the Units are required to be leased or rented to Eligible Tenants and except as provided in Section C.6 below.

5. Selection of Tenants. The Owner shall be solely responsible for obtaining and selecting tenants for the Units. The Owner shall keep a waiting list of prospective tenants at all times during the Term. The Owner may request assistance from the Agency staff in obtaining eligible tenants, and the Agency staff shall use reasonable efforts to provide such assistance, subject to available resources, with the amount and type of such assistance at the sole discretion of the Agency staff.

6. Resident Manager. One, and only one, Unit in the Project may be occupied by a Resident Manager.

7. Liability of Owner. Owner and Resident Manager shall not incur any liability under this Agreement as a result of fraud or intentional misrepresentation by a tenant.

C. OCCUPANCY OF PROJECT BY ELIGIBLE TENANTS. Owner hereby represents, warrants, and covenants as follows:

1. Occupancy. Except as expressly provided herein, throughout the term of this Agreement the occupancy of the 56 Restricted Units in the Project (excluding the Resident Manager Unit) shall be restricted to Eligible Tenants and qualified members of the Eligible Tenant's household.

2. Expiration of Occupancy and Rent Restrictions. The Units shall be subject to the restrictions contained in this Section C for the Term of this Agreement. All tenants residing in the Units during the final two (2) years of the Term shall be given notice of the expiration of the Term at least once every six (6) months during the final two years. After the expiration of the Term, the rents payable on the Units may be raised to market rates.

3. Rental Rates. Owner hereby agrees to rent those Units occupied by Very Low Income Tenants at no greater than Affordable Very Low Income Rent, and to rent those Units occupied by Low Income Tenants at no greater than Affordable Low Income Rent.

4. Occupancy By Eligible Tenant. A Unit occupied by an Eligible Tenant shall be treated as occupied by an Eligible Tenant until a recertification of such tenant's income in accordance with Section C.8 below demonstrates that such tenant no longer qualifies as an Eligible Tenant.

5. Income Computation Certificate. Immediately prior to an Eligible Tenant's occupancy of a Unit, Owner shall obtain and maintain on file an Income Computation and Certification form (which form shall be approved in advance by the Agency) from each such Eligible Tenant dated immediately prior to the date

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of initial occupancy in the Project by such Eligible Tenant. In addition, the Owner will provide such further information as may be required in the future by the Agency. Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) obtain an income verification form from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either agency; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income as is satisfactory to the Agency; or (v) such other information as may be requested by the Agency. A copy of each such Income Computation and Certification shall be filed with the Agency prior to the occupancy of a Unit by an Eligible Tenant whenever possible, but in no event more than thirty (30) days after initial occupancy by said tenant.

6. Renting Vacant Units. When a Unit becomes available as a result of a tenant vacation, Owner shall rent the Unit to an Eligible Tenant in accordance with the order of priority set forth in Section C.6.

7. Income Recertification. Immediately prior to the first anniversary date of the occupancy of a Unit by an Eligible Tenant and on each anniversary date thereafter, Owner shall recertify the income of such Eligible Tenant by obtaining a completed Income Computation and Certification based upon the current income of each occupant of the Unit. In the event the recertification demonstrates that such household's income exceeds the income at which such household would qualify as an Eligible Tenant, such household will no longer qualify as an Eligible Tenant. If the occupants upon recertification do not qualify as an Eligible Tenant, then the occupants' lease shall be terminated in accordance with Section C.9. Owner shall provide the Agency with a copy of each such recertification with the next submission of Certificate of Continuing Program Compliance pursuant to Section C.10.

8. Certificate of Continuing Program Compliance. Upon the issuance of the Certificate of Completion and annually by January 31 of each year, or at any time upon the written request of Agency, Owner shall advise the Agency of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit "C," certifying: (i) the number of Units of the Project which were occupied or deemed occupied pursuant to Section C.1 by an Eligible Tenant during such period, and (ii) to the knowledge of Owner either (a) no unremedied default has occurred under this Agreement, (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default.

9. Maintenance of Records. Owner shall maintain complete and accurate records pertaining to the Units, and shall permit any duly authorized

representative of the Agency to inspect the books and records of Owner pertaining to the Project including, but not limited to, those records pertaining to the occupancy of the Units.

OWNER'S INITIALS: _____ AGENCY'S INITIALS: _____

10. Section 8 Tenants. Owner shall accept as tenants on the same basis as all other Eligible Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. Owner shall not apply selection criteria to Section 8 certificate holders that are more burdensome than criteria applied to all other Eligible Tenants.

D. MAINTENANCE.

1. Maintenance Obligation. Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Property in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.

3. Tenant Compliance. Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement and shall, prior to entering into any lease agreement, have the proposed tenant execute an affidavit agreeing to comply with the provisions of this Agreement. All lease agreements

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shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.

4. Right of Entry. In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Agency, City or Agency may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Agency or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. The Agency or City shall give Owner, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Regulatory Agreement. Owner shall pay such costs as are reasonably incurred by Agency or City for such maintenance, including attorneys' fees and costs.

5. Lien. If such costs are not reimbursed within thirty (30) days after Owner's receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be an obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Agency may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the City or Agency following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Agency pursuant to the OPA, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

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E. MANAGEMENT.

1. Approval of Project Manager; Designation of Resident Manager. Subject to the terms and conditions contained hereinbelow, Owner shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Project Manager") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Owner shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Agency's written approval of a management contract ("Management Contract") entered into between Owner and a Project Manager acceptable to Agency. Agency approves Mercy Services Corporation as Project Manager. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Agency. The Management Contract shall also provide that the Project Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between Owner and Agency. Owner shall promptly terminate any Project Manager which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding 60 days from Project Manager's receipt of notice of the failure from Owner or Agency. Owner's obligation to retain a Project Manager shall remain in force and effect for the same duration as the use covenants set forth in Section B of this Agreement. Notwithstanding anything to the contrary in this Section, the Project may be self-managed by Owner with the prior approval of the Agency Executive Director. Any change in the Project Manager shall be approved, in writing, by the Executive Director, which approval shall not be unreasonably withheld.

In addition to the Project Manager, one Resident Manager shall be designated as necessary by Owner or Project Manager, with written notice to Agency of the Resident Manager's name, address and telephone number.

2. Serious Mismanagement. In the event of "Serious Mismanagement" (as that term is defined below) of the Project, Agency shall have the authority to require that such Serious Mismanagement cease immediately, and further to require the immediate replacement of the Project Manager or Resident Manager. For purposes of this Agreement the term "Serious Mismanagement" shall mean management of the Project in a manner which violates the terms and/or intent of this Agreement and/or the Management Contract to operate an affordable housing complex of the highest standard, and shall include, but is not limited to, the following:

a. Knowingly leasing to ineligible tenants or tenants whose income exceeds the prescribed levels;

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b. Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate steps to stop such overcrowding;

c. Repeatedly failing to timely maintain the Project and the Site in the manner required by this Agreement;

d. Repeatedly failing to timely submit the reports as required by this Agreement or failing to submit materially complete reports;

e. Fraud in connection with any document or representation relating to this Agreement or embezzlement of Project monies; and

f. Failing to fully cooperate with the City's Police Department in maintaining a crime-free environment on the Site.

G. COMPLIANCE WITH LAWS.

1. State and Local Laws. Owner shall comply with all ordinances, regulations and standards of the City and Agency applicable to the Site. Owner shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

2. Lease Approval. Agency shall have the right but is not required to approve any lease forms, revisions, amendments or modification made to same, used by the Project Manager or Resident Manager for leasing Units within the Site.

H. INSURANCE.

1. Duty to Procure Insurance. Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a certificate of occupancy, and continuing thereafter until the expiration of the Term of this Agreement, Owner or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and Agency, and shall provide Agency evidence reasonably acceptable to Executive Director, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Site and the operations of or on behalf of Owner, in an amount not less than One Million Dollars ($1,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Agency may reasonably require from time to time. The insurance to be provided by Owner may provide for

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a deductible or self-insured retention of not more than Ten Thousand Dollars ($10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Kern County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time.

c. All policies of insurance required to be carried by Owner shall be written by responsible and solvent insurance companies licensed in the State of California and having a policy-holder's rating of A-:VII or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency prior to its issuance of the Certificate of Completion for the Project and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder.

d. Each insurance policy required to be carried by Owner pursuant to this Agreement shall contain the following endorsements, provisions or clauses:

(1) The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested; and

(2) A waiver by the insurer of any right to subrogation against Agency, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency, its agents, officers, members, officials, employees, or representatives.

(3) The City, Agency, their respective agents, officers, members, officials, employees, volunteers, and representatives

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shall be named additional insureds on the Commercial General Liability policies.

(4) The City and Agency shall be loss payees on the All Risk Property insurance policies.

(5) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Agency, their officers, officials, employees, volunteers, agents, or representatives.

(6) Failure to comply with reporting provisions shall not affect coverage provided to City, Agency, their officers, employees, volunteers, agents, or representatives.

2. Failure to Procure Insurance. If Owner fails to procure and maintain the above-required insurance despite its availability, then Agency, in addition to any other remedy which Agency may have hereunder for Owner's failure to procure, maintain, and/or pay for the insurance required herein, may (but without any obligation to do so) at any time or from time to time, after thirty (30) days written notice to Owner, procure such insurance and pay the premiums therefor, in which event Owner shall immediately repay Agency all sums so paid by Agency together with interest thereon at the maximum legal rate.

I. OBLIGATION TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section I.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as an affordable housing project in accordance with this Agreement. Subject to extensions of time for "force majeure" events described in the OPA, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Owner obtains insurance proceeds unless Agency's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Owner, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies or lenders with jurisdiction over the Property do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the

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Project by giving notice to Agency (in which event Owner shall be entitled to all insurance proceeds but Owner shall be required to remove all debris from the Site) or Owner may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

If Owner fails to obtain insurance as required by the OPA or this Agreement (and Agency has not procured such insurance and charged Owner for the cost), Owner shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the Site in accordance with this Section I.1.

2. Continued Operations. During any period of repair, Owner shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Owner is not required to (and has not) insure against, then Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Owner shall remove all debris from the Property. As used in this Section I.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifty percent (50%) or more of the replacement cost of the improvements comprising the Project. In the event Owner does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this Section I.3, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section I.1 above and continue operation of the apartment complex during the period of repair (if practicable) in accordance with Section I.2 above.

J. LIMITATION ON TRANSFERS.

The Owner covenants that Owner shall not transfer the Site or any of its interests therein except as provided in this Section.

1. Transfer Defined. As used in this Section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) (in the aggregate) of the present ownership and/or control of any person or entity constituting Owner or its

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general partners, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family, or among the entities constituting Owner or its general partners or their respective shareholders. In the event any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner, is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of such corporation, of beneficial interests of such trust; in the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of such limited or general partnership interest; in the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. Agency Approval of Transfer Required. Owner shall not Transfer the Site or any of Owner's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Agency, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Agency shall consider factors such as (i) whether the completion and operation of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Owner's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Agency, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Agency approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Agreement. In addition, no attempted transfer of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement in a form approved by the Agency assuming such obligations.

3. Exceptions. The foregoing prohibition shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, but Owner shall notify Agency in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

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(b) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the acquisition of the Site and construction of improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.

(c) A transfer to a limited partnership in which Owner or Owner's wholly controlled affiliate is a general partner.

(d) After recordation of the Certificate of Completion, any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing provided that the principal amount of the loan does not exceed eighty-five percent (85%) of the value of the land and improvements thereon.

(e) The granting of easements to any appropriate governmental agency or utility to facilitate the development of the Site.

(f) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(g) A transfer of twenty-five percent (25%) or more ownership interest to a member of the transferor's immediate family, a trust, testamentary or otherwise, in which immediate family members of the transferor are the sole beneficiaries, or a corporation or partnership in which the immediate family members or shareholders of the transferor have controlling majority interest of more than fifty percent (50%).

(h) A change in the respective percentage ownership interests exclusively of the present owners of Owner (as of the date of this Agreement), but this shall not authorize the transfer of any interest to any person or entity who is not a present owner of Owner.

(i) A sale or transfer of a limited partnership interest to a Tax Credit Investor or from one Tax Credit Investor to another.

K. ENFORCEMENT. In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to this

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Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Agency, or, in the event said default cannot be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then Agency shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement; or

2. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

3. Enter the Site and cure the Event of Default as provided in Section E hereof.

4. Impose, through Agency's Executive Director, an administrative fine for each day the violation continues. The amount of the fine shall be Twenty-Five dollars ($25.00) per day, unless the violation is deemed a major violation, in which case the fine shall be Seventy-Five dollars ($75.00) per day. A "major" violation shall be one which affects adjacent property or the health and safety of persons. Owner may appeal the assessment of any fine to the City Council who may reverse, modify or uphold the decision of the Executive Director. In making this decision, the City Council shall determine whether the violation exists and whether the amount of the fine is appropriate under the circumstances.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

L. NONDISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site, or any part thereof (except as permitted by this Agreement).

M. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Agency and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and

be binding upon the Owner's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire term of this Agreement, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Agency and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. Agency and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Eligible Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Agency was formed.

Owner, in exchange for the Agency entering into the OPA, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the Agency and the City the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

N. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Agency, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Agency, City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

O. ATTORNEYS' FEES. In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its reasonable attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

P. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the Kern County.

Q. NOTICE. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Agency:	Bakersfield Redevelopment Agency 1501 Truxtun Avenue Bakersfield, CA 93301 Attn: Executive Director
Owner/ Contractor :	Mercy/Charities Housing California, Inc. c/o Mercy Housing California 1500 S. Grand Ave., Suite 100 Los Angeles, CA 90015 Attn: Vicki L. Utley, Sr. Asset Manager
With copy to:	Merritt Community Capital Corporation 1970 Broadway, Suite 250 Oakland, CA 94612

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

R. SEVERABILITY/WAIVER/INTEGRATION.

1. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

2. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. Integration. This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

S. FUTURE ENFORCEMENT. The parties hereby agree that should the Agency cease to exist as an entity at any time during the term of this Agreement, the

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City of Bakersfield shall have the right to enforce all of the terms and conditions herein, unless the Agency had previously specified another entity to enforce this Agreement.

T. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

U. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

[END -- SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Agency, the City and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

"AGENCY"

BAKERSFIELD REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
FREDERICK PRINCE
Chair

APPROVED AS TO FORM:
VIRGINIA GENNARO
General Counsel

By: _____
JOSHUA H. RUDNICK
Deputy Agency Counsel

APPROVED AS TO CONTENT:
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____
DONNA L. KUNZ
Deputy Executive Director

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Officer

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"OWNER"
Mercy Housing California–XI, LP
A California limited partnership

By: Mercy Properties, Inc., a Colorado nonprofit corporation general partner

By: _____,
Its: VICE PRESIDENT

Acknowledging and accepting terms and conditions of Regulatory Agreement

"GROUND LESSOR"

Mercy Housing California (formerly known as Mercy/Charities Housing California)

Date: _____

By: _____,
Its: VICE PRESIDENT

[END OF SIGNATURES]

AGENCY ORIGINAL

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On April 22, 2009, before me, Claudia Flores, a Notary Public, personally appeared Valerie Agostino, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CLAUDIA FLORES
Commission # 1683667
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2010

WITNESS my hand and official seal.

Signature Claudia Flores
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On April 22, 2009, before me, Claudia Flores, a Notary Public, personally appeared Valerie Agostino, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted executed the instrument.

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WITNESS my hand and official seal.

Signature Claudia Flores
(Seal)

AGENCY ORIGINAL

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(Seal)

AGENCY ORIGINAL

LEGAL DESCRIPTION

AGENCY ORIGINAL

EXHIBIT "C"

Period Covered _____

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

BAKERSFIELD REDEVELOPMENT AGENCY

The undersigned, Mercy Housing California, XI, (the "Owner"), has read and is thoroughly familiar with the provisions of the Owner Participation Agreement ("OPA") and documents referred to therein executed by Owner and the Bakersfield Redevelopment Agency ("Agency") including but not limited to the Regulatory Agreement, as such term is defined in the OPA.

As of the date of this Certificate, the following Units in the Project are: (i) occupied by Eligible Tenants (as defined in the Regulatory Agreement), or (ii) currently vacant and being held available for such occupancy and have been so held continuously since the date an Eligible Tenant vacated such Unit:

	Occupied	Vacant
Eligible Tenants		
	_____	_____

As of the date of this Certificate, the following are numbers of Very Low Income Tenants and Moderate Tenants who commenced occupancy of Units during the preceding year:

Low Income Tenants	Moderate Income Tenants
Unit Nos. _____	Unit Nos. _____

Attached is a separate sheet (the "Occupancy Summary") listing, among other items, the following information for each Unit: the number of each Unit, the occupants of each Unit, the rental paid for each Unit, and the size and number of bedrooms of each Unit. The Owner certifies that the information contained in the Occupancy Summary is true and accurate.

AGENCY ORIGINAL

The undersigned hereby certifies that (1) a review of the activities of the Owner during such period and of the Owner's performance under the OPA and the documents referred to therein has been made under the supervision of the undersigned, and (2) to the best knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents (or describe the nature of any detail and set forth the measures being taken to remedy such defaults).

Mercy Housing California-XI, LP
A California limited partnership

Date: _____

By: _____,
Its: VICE PRESIDENT

[END OF SIGNATURES]

AGENCY ORIGINAL

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/21/2009

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lockton Companies, LLC Denver 8110 E Union Avenue Suite 700 Denver 80237 PHONE (A/C, No, Ext): (303) 414-6000 FAX (A/C, No): (303) 865-6000 E-MAIL ADDRESS:	**COMPANY NAME AND ADDRESS** United States Fire Insurance Company 305 Madison Avenue Morristown NJ 07962 NAIC NO: 21113
CODE: SUB CODE:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
AGENCY CUSTOMER ID #: MERHO01	
NAMED INSURED AND ADDRESS 1004518 Mercy Housing, Inc. 1999 Broadway, Suite 1000 Denver, CO 80202	LOAN NUMBER: POLICY NUMBER: 2441912103 EFFECTIVE DATE: 7/1/2008 EXPIRATION DATE: 7/1/2009 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S):	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use additional sheets if more space is required) QR

LOCATION/DESCRIPTION 001
See Remarks Below

COVERAGE INFORMATION CAUSE OF LOSS FORM: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐ OTHER

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 250,000,000 DED: 10,000

	YES	NO				
BUSINESS INCOME / RENTAL VALUE	X		If YES,	LIMIT: Included	X Actual Loss Sustained	# of months: 12
BLANKET COVERAGE	X		If YES, indicate amount of insurance on properties identified above: $			
TERRORISM COVERAGE		X	Attach signed Disclosure Notice / DEC			
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?		X	If YES,	SUB LIMIT:	DED:	
IS COVERAGE A STAND ALONE POLICY?		X	If YES,	LIMIT:	DED:	
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?		X	If YES,	SUB LIMIT:	DED:	
COVERAGE FOR MOLD		X	If YES,	LIMIT:	DED:	
MOLD EXCLUSION (If "YES", specify organization's form used)	X		Manuscript Form - Total Mold Excl.			
REPLACEMENT COST	X					
AGREED AMOUNT	X					
COINSURANCE		X	If YES,	%		
EQUIPMENT BREAKDOWN (If Applicable)	X		If YES,	LIMIT: $35,813,709	DED:	$10,000
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building	X		If YES,	LIMIT: $5,000,000	DED:	$10,000
- Demolition Costs	X		If YES,	LIMIT: Included	DED:	
- Incr. Cost of Construction	X		If YES,	LIMIT: Included	DED:	
EARTHQUAKE (If Applicable)	X		If YES,	LIMIT: $5,000,000	DED:	$25,000
FLOOD (If Applicable)	X		If YES,	LIMIT: $5,000,000	DED:	$25,000
WIND / HAIL (If Separate Policy)		X	If YES,	LIMIT: Included	DED:	
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS	X					

REMARKS - Including Special Conditions (Use additional sheets if more space is required)

Excludes California Earthquake; Tier 1 Wind Deductible 3% Florida Named Store deductible, 2% Pacific NW Named Storm deductible; Boiler & Machinery (Equipment Breakdown) coverage with HSB Policy #FBP2312675; Flood coverage excluded in Zones A & V. RE: Madison Place - 1885 Madison Street, Bakersfield, CA 93307. Owner: Mercy Housing California XI, LP. Coverage includes existing value of $4,250,800 plus $320,000 of improvements; Contents of $66,000 and rents of $141,000. Certificate Holder is named as Mortgagee and Loss Payee.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS **328026** Bakersfield Redevelopment Agency 1501 Truxtun Avenue Bakersfield, CA 93301	**LENDER SERVICING AGENT NAME AND ADDRESS**
☒ MORTGAGEE ☒ LOSS PAYEE	**AUTHORIZED REPRESENTATIVE** Charles M. McDaniel

ACORD 28 (2003/10)

© ACORD CORPORATION 2003

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'MERHO01'.

AGENCY ORIGINAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

7/1/2009

DATE (MM/DD/YYYY) 4/21/2009

PRODUCER
Lockton Companies, LLC Denver
8110 E Union Avenue
Suite 700
Denver 80237
(303) 414-6000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1071006
Mercy Housing, Inc.
1999 Broadway, Suite 1000
Denver, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Company	23850
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Wausau Underwriters Insurance Company	26042
INSURER D:	
INSURER E:	

COVERAGES MERHO01 QR

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	PPK326914	7/1/2008	7/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ XXXXXXX $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	PHPK326981	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [ ] RETENTION $	XLS0052905	7/1/2008	7/1/2009	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WCK-Z91-442377-018	7/1/2008	7/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Madison Place - 1885 Madison Street, Bakersfield, CA 93307. Owner: Mercy Housing California XI, LP. The City of Bakersfield, Bakersfield Redevelopment Agency, their respective successors and/or assigns are listed as Additional Insureds, ATIMA with respect to the Owner Participation Agreement between the parties.

CERTIFICATE HOLDER
10503110
Bakersfield Redevelopment Agency
1501 Truxtun Avenue
Bakersfield, CA 93301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Charles M. McDaniel

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'MERHO01'.
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AGENCY ORIGINAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Additional Insured CG2026

ADDITIONAL INSURED - DESIGNAIED PERSON OR ORGANIZAIION

Ihis endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILIIY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket Additional Insured as required by written contract, agreement, permit, or other order.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.

AGENCY ORIGINAL

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insureds for CG2026

City of Bakersfield
Attn: Economic & Community Development
900 Truxton Ave., Suite 201
Bakersfield, CA 93301

All other terms and conditions of this Policy remain unchanged.

AGENCY ORIGINAL

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Miscellaneous bc.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 8/2/2019

WARD:

SUBJECT: Request to convert the Associate Attorney position to that of a Deputy City Attorney I/II.

STAFF RECOMMENDATION:

Staff recommends the conversion be approved.

BACKGROUND:

The attorney complement within the City Attorney's Office is 4 attorneys, currently consisting of three Deputy City Attorneys and one Associate. This is a request to convert the Associate position to that of a Deputy I/II like the others, resulting in a total complement of four 4 Deputy City Attorneys. This is not a request to add an additional position to the City Attorney's Office.

The funding for the conversion will be from departmental salary savings from a Deputy City Attorney II to a Deputy City Attorney I. Specifically, one of our Deputy City Attorneys recently accepted a position with the Ventura City Attorney's Office and his final day of employment was June 28, 2019. We now intend to fill this vacant position with a Deputy City Attorney I, which will decrease our salaries for the current fiscal year 2019/2020 by an estimated $42,591.

The Associate Attorney category was originally designed to handle Community Prosecution work and spend significant time at the DA's office. Since that program was disbanded, there is a need for a more experienced municipal attorney, especially with the anticipated increase in overall City staff in light of Measure N funds. For example, the current Associate has been working on the following issues historically handled by a more experienced Deputy City Attorney:

- Administrative Citations;
- Commercial Cannabis Activities;
- Food Trucks;
- Massage Establishments; and,
- Microbreweries.

Staff recommends the conversion be approved.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Consent – Successor Agency Business bd.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/14/2019

WARD:

SUBJECT: Receive and file Successor Agency payments from July 5, 2019, to August 5, 2019, in the amount of $964,014.92.

STAFF RECOMMENDATION:

Staff recommends report be received and filed.

BACKGROUND:

The City administers payment of Successor Agency enforceable obligation payments as authorized by the State Department of Finance (DOF) to further the dissolution of the former Bakersfield Redevelopment Agency. The Successor Agency has a Recognized Obligation Payment Schedule (ROPS) approved by both the Bakersfield Oversight Board and the DOF. All payments of the Successor Agency must be on this approved listing in order to be valid and authorized payments of the Successor Agency.

A check register is provided which summarizes the transactions processed during the above referenced period. Additional details are provided below for each transaction.

Check #9994990 to U S Bank Trust for $233,505.22 is a principal and interest payment on Tax Allocation Bonds, Series 2009A & B. Payment approved as ROPS 19-20, line items #6 and 17.

Check #9994983 to U S Bank CR: U S Bank Trust NA for $434,317.60 is a principal, interest and annual fee payment on IBank Loan Sales Agreement #CIEDB-B08-083. Payment approved as ROPS 19-20, line items #18.

Check #694511 to BLX Group LLC for $9,000.00 is a payment for preparation of an interim arbitrage report for Bakersfield Redevelopment Agency Tax Allocation Bonds, Series 2009A & B. Payment approved as ROPS 19-20, line item #3.

Check #9994989 to The Bank of New York for $287,192.10 is a principal and interest payment for the US Government Guaranteed Section 108 Note. Payment approved as ROPS 19-20A, line item #7, 8 and 19.

ATTACHMENTS:

	Description	Type
🗋	1-Check Register Admin SA Pymnts 08-14-2019	Backup Material

FROM
7/5/2019 TO 8/1/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Total
9994990	24933	U S BANK TRUST	Jul 19, 2019	$233,505.22
9994983	15633	U S BANK CR:US BANK TRUST NA	Jul 18, 2019	$434,317.60
694511	25441	BLX GROUP LLC	Aug 1, 2019	$9,000.00
9994989	22739	THE BANK OF NEW YORK	Jul 19, 2019	$287,192.10
4				$964,014.92

Number	Number	Vendor Name	E-Payable Date	Amount
				0.00
0				$0.00

Disbursement Total

4	$964,014.92

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Public Safety/Vital Services be.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/27/2019

WARD: Ward 3

SUBJECT: Accept bid and approve contract with S & B Sons, Inc. ($350,932.40), for the Tarina Homes Sports Complex at Mesa Marin Pickleball & Basketball Courts.

STAFF RECOMMENDATION:

Staff recommends acceptance of the low base bid and approval of the contract.

BACKGROUND:

This project will construct a pickle ball court and half basketball court at Tarina Homes Sports Complex at Mesa Marin. The City has experienced a growing demand for pickle ball and the northwest corner of this well-used park is adjacent to existing parking and offers a great location for both sports. The project includes drainage improvements, benches, user controlled sport lighting and security lighting located along new ADA accessible walkways. The project also includes signage and re-striping two parking spaces for ADA use.

This project was bid with two additive alternates which included an additional half court pickleball court and half court basketball court, respectively. However, due to limited funds, staff recommends awarding only the base bid at this time. The lowest responsible responsive bidder was determined by who submitted the lowest base bid price.

The Engineer's Estimate for this project was $350,000.

On August 1, 2019, the City received four bids for this project. However, only two of those bids were deemed acceptable. The other two bids were deemed non-responsive due to the fact they did not comply with the bid specifications related to maximum subcontracted work. Therefore, only two bids were deemed acceptable. Those acceptable bids are as follows:

S&B Sons Inc.
12558 Snow Road
Bakersfield, CA 93314 (County) in the amount of $350,932.40

DOD Construction
3501 Edison Highway
Bakersfield, CA 93307 (County)

in the amount of $539,049.00

There is no general fund impact associated with the award of this contract. The funding sources for this project are Public Safety and Vital Services (PSVS) funds and funds from the naming rights fees paid by Tarina Homes.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo
🗋	Agreement	Agreement

BAKERSFIELD

CITY CLERK'S OFFICE
MEMORANDUM

August 14, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING AUGUST 14, 2019**
AGENDA CONSENT CALENDAR ITEMS 8.ag., 8. ax., & 8. be.

The signed Agreement had not yet been returned to Staff at the time of publication of the Agenda for today's meeting. However, subsequent to the publication of the Agenda, a signed copy of the Agreement was received and is attached for review. No other changes to the content of the Agreement have been made.

lr

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY"), and **S & B SONS INC.**, *(a California Corporation)* ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Tarina Homes Sports Complex at Mesa Marin: Pickleball and Half-Court Basketball Project** ("Project"), as set forth herein, which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **Three Hundred Fifty Thousand, Nine Hundred Thirty Two Dollars and Forty Cents ($350,932.40)** ("Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from

CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. **TERMINATION.**

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;

5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy

or is otherwise determined bankrupt or insolvent; and

5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.

5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.

5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.

6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other

association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. **INSURANCE AND SECURITY.**

14.1. Types and Limits of Insurance. In addition to any other insurance or

security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

14.1.2. **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of

the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

14.2.2. All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

14.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

14.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon,

notwithstanding any recovery on any policy.

14.2.5. Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

14.2.6. It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

14.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

14.3. **Security.** CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.

15. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

16. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

17. **REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be

available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. **SITE INSPECTION.** CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

19. **STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds $40,000, the modification must be approved by the City Council.

31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

32. **NOTICES.** All notices relative to this Agreement shall be given in writing and

shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **S & B SONS INC.**
12558 Snow Road
Bakersfield, California 93314

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

35. **CONTRACTOR'S LICENSE INFORMATION.**

License Number 978577
Expiration Date 11/30/2020
License Classification C-60 – Welding
A – General Engineering Contractor
B – General Building Contractor

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 46-0649003
CONTRACTOR is a corporation? Yes X No
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"

By:_____
PRINT NAME: Benny Joseph Christopher
Title: (CEO)

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
RICHARD IGER
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD,** a municipal corporation ("CITY"), and **S & B SONS INC.**, *(a California Corporation)* ("CONTRACTOR").

R E C I T A L S

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Tarina Homes Sports Complex at Mesa Marin: Pickleball and Half-Court Basketball Project** ("Project"), as set forth herein, which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **Three Hundred Fifty Thousand, Nine Hundred Thirty Two Dollars and Forty Cents ($350,932.40)** ("Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR)

Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. **TERMINATION.**

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;

5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

5.1.3. CONTRACTOR makes an assignment for benefit of creditors,

admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and

5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.

5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.

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6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

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Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

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14.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

14.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. Workers' compensation insurance with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such

provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

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14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

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16. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees 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, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

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20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

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23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds $40,000, the modification must be approved by the City Council.

31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **S & B SONS INC.**
12558 Snow Road
Bakersfield, California 93314

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

35. **CONTRACTOR'S LICENSE INFORMATION.**

License Number 978577
Expiration Date 11/30/2020
License Classification C-60 – Welding
A – General Engineering Contractor
B – General Building Contractor

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 46-0649003
CONTRACTOR is a corporation? Yes X No
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____

RICHARD IGER
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____

NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

"CONTRACTOR"

By:_____

PRINT NAME: _____

Title:_____

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Hearings 10. a.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 7/26/2019

WARD: Ward 1

SUBJECT: The vacation of Massey Drive, a street dedicated with Parcel Map 11473, located on the north side of E. Pacheco Road, approximately 1230' west of Cottonwood Road.

STAFF RECOMMENDATION:

Staff recommends adoption of the Resolution.

BACKGROUND:

In reviewing an application for a Conditional Use Permit for the affected property, Staff determined that any further extension of Massey Drive was not needed due to a flight zone for the Bakersfield Municipal Airport located north of Massey Drive. There are no improvements within this right-of-way.

The City Fire, Police, Public Works, Community Development, Recreation and Parks and GIS Departments have been notified of the request and no objections have been received as of the date of this report. The Public Works Department notes that there is no City sewer or City storm drain facilities in the vacated area. No public utility easement will be reserved. Also, the utility companies serving the area have been notified by mail of the request and no objections have been received as of the date of this report.

Preliminary notices were also mailed to all adjacent property owners within a 300-foot radius of the proposed vacating area. Public Works has received no objections from these owners as of the date of this report.

The proposed vacation was approved by the Planning Division of the Development Services Department on June 3, 2019, per local ordinance and was found to be consistent with the Metropolitan Bakersfield 2010 General Plan pursuant to Government Code 65402.

It was determined this action is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15061 (b) (3) of CEQA guidelines (general rule), because there is no possibility the action may have a negative effect on the environment.

On July 17, 2019, Council approved Resolution of Intention No. 2003, which set the public hearing date of August 14, 2019 for consideration of this vacation.

ATTACHMENTS:

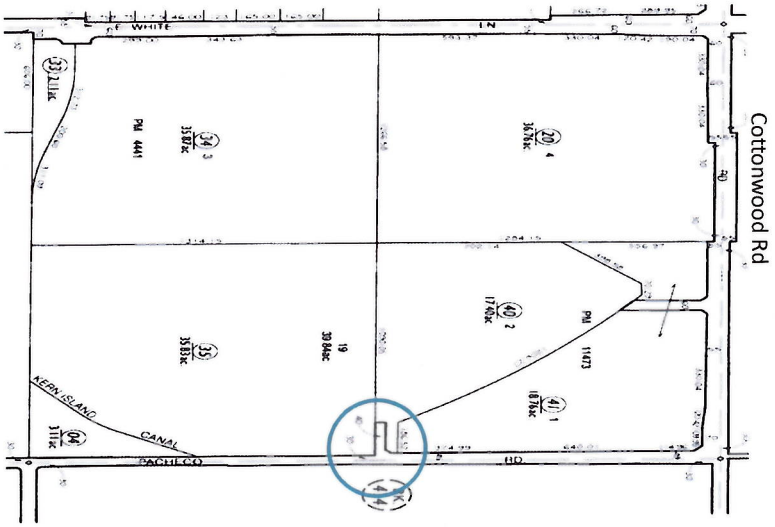
	Description	Type
🗋	PowerPoint presentation	Presentation
🗋	Resolution	Resolution
🗋	Exhibit A - Legal Description	Exhibit
🗋	Exhibit B - Map	Exhibit

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL
MEETING
8/14/19 - Hearings 10.a

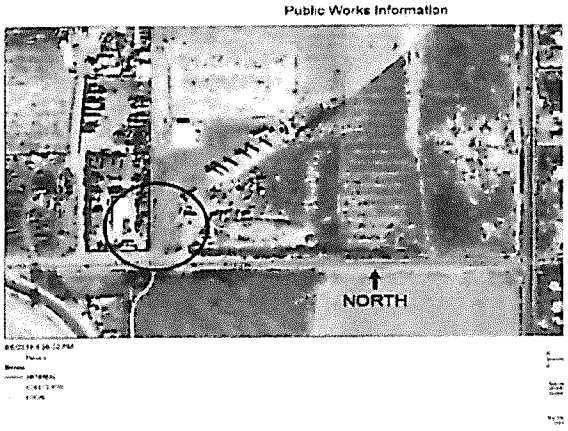
Massey Street Vacation at Pacheco Road



Massey Street Vacation at Pacheco Road



Massey Street Vacation at Pacheco Road



RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL TO VACATE MASSEY DRIVE, A STREET DEDICATED WITH PARCEL MAP 11473, LOCATED ON THE NORTH SIDE OF E. PACHECO ROAD APPROXIMATELY 1230' WEST OF COTTONWOOD ROAD (WARD 1)

WHEREAS, on **WEDNESDAY, JUNE 17, 2019,** the Council of the City of Bakersfield, pursuant to the provisions of the "Public Streets, Highways and Service Easements Vacation Law," Government Code Sections 8300 et seq. of the Streets and Highways Code of the State of California, declared its intention to vacate Massey Drive, a street dedicated with Parcel Map 11473, located on the north side of E. Pacheco Road approximately 1230' west of Cottonwood Road (Ward 1); and

WHEREAS, the Council did fix a time and place for hearing all persons interested in or objecting to said proposed vacation, which hearing was held on **August 14, 2019**, after notices of said hearing were duly published and posted as required by law; and

WHEREAS, for the above-described project, it was determined that the proposed vacation is exempt from CEQA, pursuant to Section 15061 (b) (3) of CEQA Guidelines (General Rule) in that there is no possibility that the proposed action could have a significant effect on the environment; and

WHEREAS, on June 3, 2019, Planning Department found the vacation to be consistent with the Metropolitan Bakersfield General Plan, per local ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. The above recitals are true and correct and are incorporated herein.

2. This Resolution is adopted pursuant to Section 8300, et seq. of the Streets and Highways Code of the State of California.

3. The Council orders the vacation of Massey Drive, a street dedicated with Parcel Map 11473, located on the north side of E. Pacheco Road approximately 1230' west of Cottonwood Road (more specifically described in Exhibit "A" and illustrated in Exhibit "B", which is attached hereto and incorporated herein), all in the City of Bakersfield, County of Kern, State of California.

4. The City Clerk shall certify to the passage of this resolution and shall cause a certified copy hereof, attested by the Clerk under the seal of the City, to be recorded in the Office of the County Recorder of the County of Kern, California.

----------oOo----------

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUCILMEMBER	RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED: _____

_____
KAREN GOH
Mayor of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "A"
Exhibit "B"

EXHIBIT "A"

Vacation of Massey Drive within Parcel Map 11473

That portion of land within Parcel 2 of Parcel Map 11473 recorded December 11 2009 filed in Book 56 of Parcel Maps at page 40. Also being a portion of the Southeast quarter of Section 17, Township 30 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Bakersfield, County of Kern, and State of California, more particularly described as follows:

That entire portion of Massey Drive as shown and dedicated within said Parcel 2 north of the north right-of-way of East Pacheco Road as shown on said Parcel Map 11473.

Containing approximately 8,382.081 square feet.

End of Description

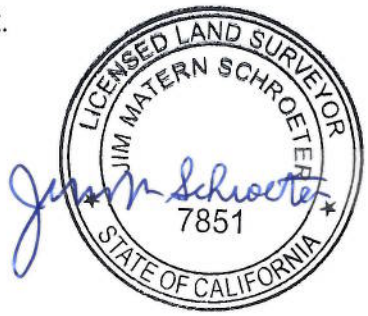


EXHIBIT B

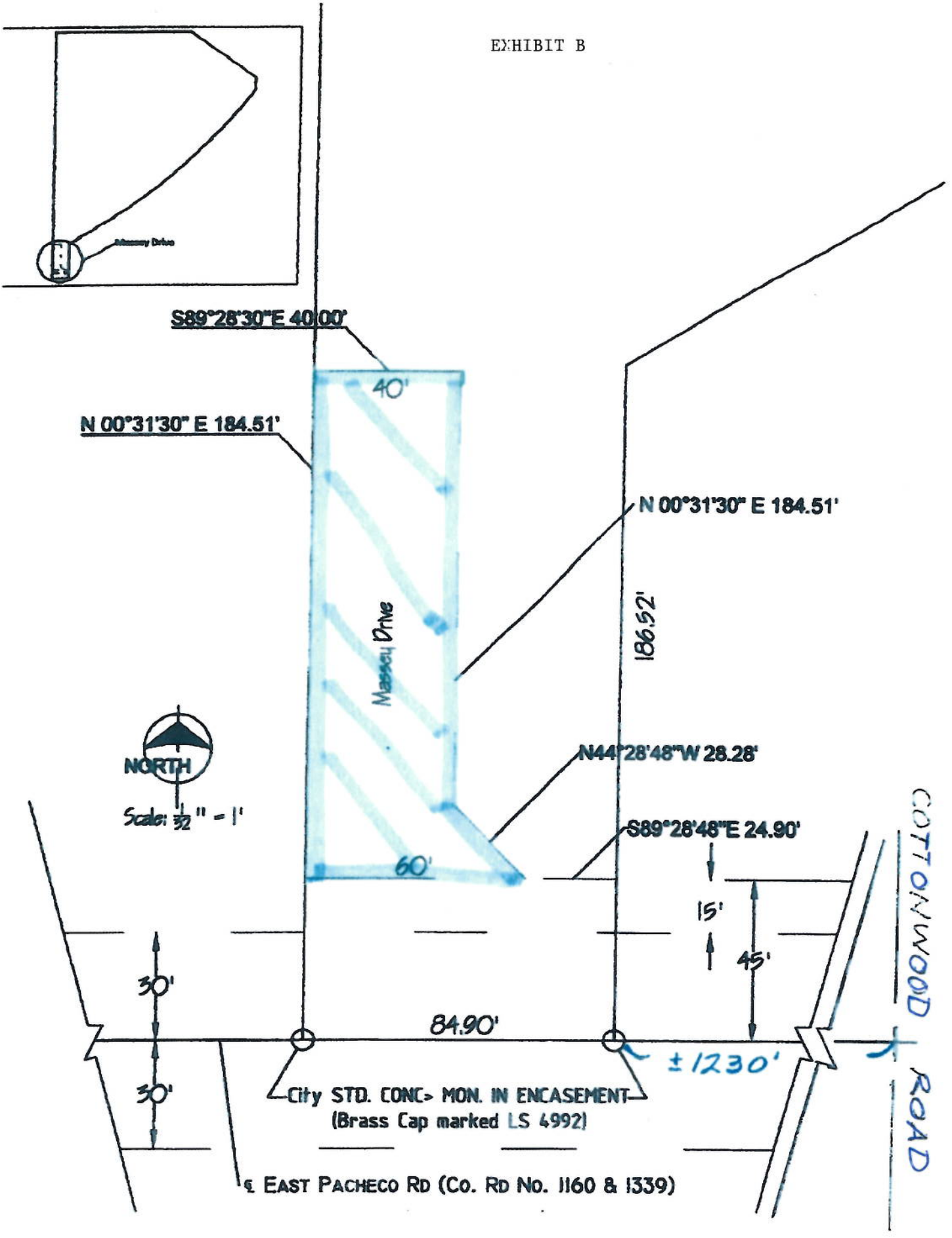


EXHIBIT A

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 Reports 11. a.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 7/15/2019

WARD: Ward 3

SUBJECT: City in the Hills Assessment District 05-01Delinquency Status Report.

STAFF RECOMMENDATION:

Staff recommends acceptance of the report.

BACKGROUND:

The City in the Hills Assessment District 05-01 was created in December 2005 to assist a local developer by financing various public improvements including streets, sewer and storm drains. This district was negatively impacted by the economic downturn of 2007-08 and a significant portion of the properties in the development remain vacant. There have been a number of assessment delinquencies since the district's inception, and the City Council has approved foreclosure proceedings on those parcels, which is required by the governing bond agreement.

As with most assessment districts, the City in the Hills bond issuance included funding a Debt Service reserve fund designed to offer some protection for the bond holders from temporary delinquencies stemming from non-payment on the annual assessments. The City has had to draw on the special reserve fund over the past few years in order to make the full principal and interest payments (due in March and September) because of aforementioned delinquencies. The debt service reserve fund was established at $1,309,495 and has been drawn on a number of times to allow the full debt service payments, in 2015, 2016, 2017 and 2018. The balance in the special reserve fund is currently $711,080.

Delinquencies on these parcels continue to accumulate with nine more taking place in the past 12 months. There are signs pointing toward improved prospects for development in the area. Tax sales held in March and in June of 2019 resulted in a total of 137 delinquent parcels sold which stands in stark contrast to tax sales held in 2013 and 2015 that had no bidders. The next debt service payment of $999,014 is due on September 2, 2019. The total cash balance in the assessment district fund (including the debt service reserve fund) is $812,016 as of July 31, 2019. The difference between the required debt service and the cash balance results in a cash deficiency of $186,908. It should be noted that there is no obligation for the City to cover this deficit or any portion of the district's debt.

The bond document address the possibility of a redemption fund deficiency, outlining two options for the City. The determining factor centers around whether there is a belief that the bond holders will suffer what is called an "ultimate loss". That event is defined as, "a determination that the bond holders are likely never to receive full payment of principal and/or interest due on the bonds", according to the City's bond counsel.

Development has been slow in the City in the Hills area since the recession, but there are positive signs that point to the fact that an ultimate loss to the bond holders is unlikely and there is a likelihood for continued growth. This includes:

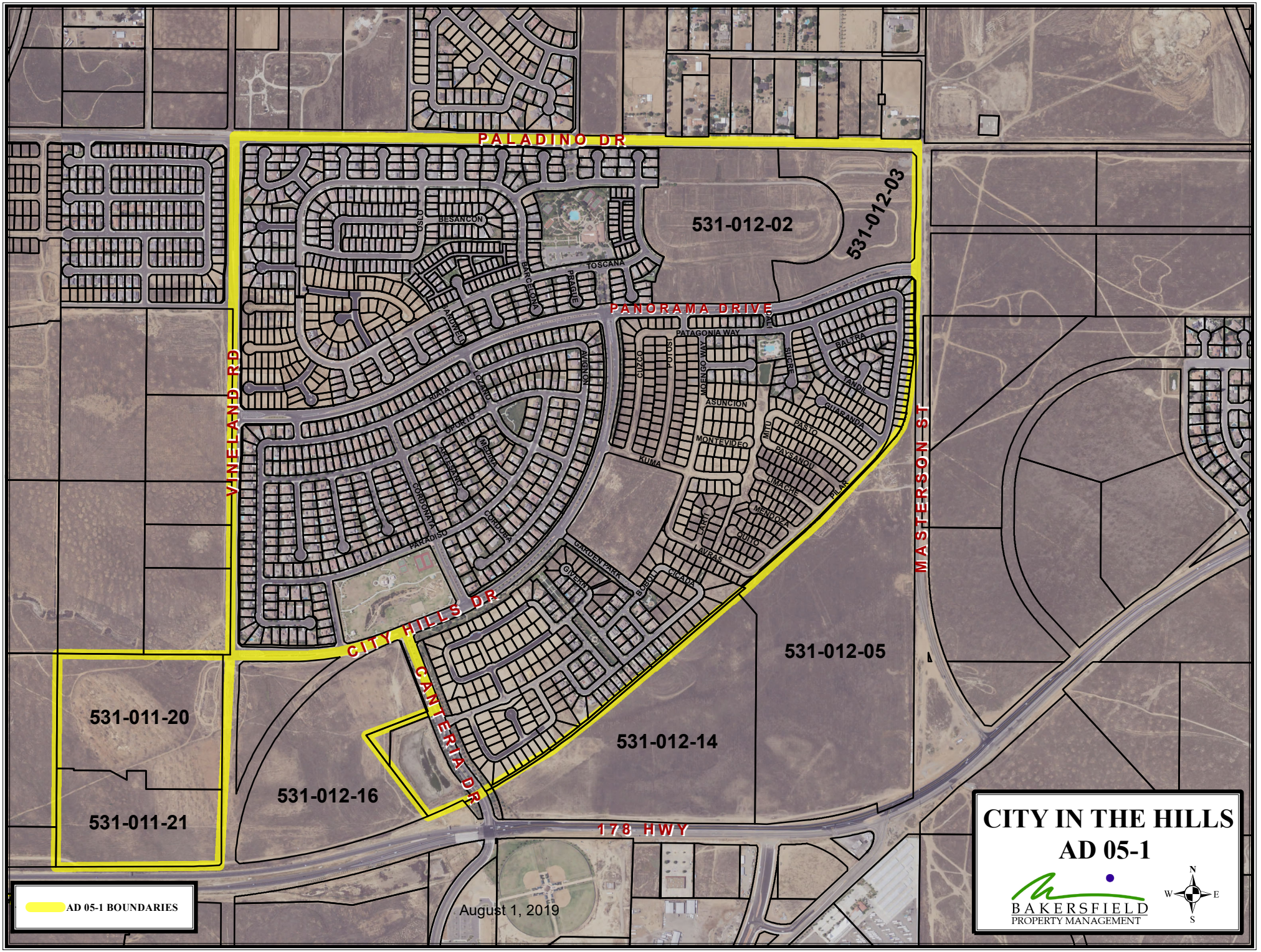
- The recent purchases previously mentioned point to a restoration of interest by developers.
- A local school district is in the process of acquiring a large parcel within the assessment district as the site of a future school.
- Residential and Commercial developments continue in the vicinity.

The bondholders will experience a delay in receiving the funds due to them because of the previously mentioned shortfall expected on the scheduled payment date of September 2, 2019. Staff does expect subsequent tax allocations and collections from delinquent parcels will allow the full payment by December 2019.

Staff recommends the Council accept this report and direct staff to proceed accordingly.

ATTACHMENTS:

	Description	Type
🗋	City in the Hills Map	Backup Material



R:\User_Projects\Finance\Property_Management\rwilliams\assessment dist\AD 05-1.mxd

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 New Business 13. a.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 7/25/2019

WARD:

SUBJECT: First reading of an ordinance amending Sections 17.04.539 and 17.58.110, and Chapter 17.65 of the Bakersfield Municipal Code relating to Second Dwelling Units.

STAFF RECOMMENDATION:

Staff recommends first reading of the ordinance.

BACKGROUND:

This item is an amendment to the City's Second Dwelling Unit Ordinance, in response to a referral from Councilmember Smith. Second dwelling units are more commonly referred to as Accessory Dwelling Units (ADUs).

History. In 1994, the "Second Dwelling Unit" chapter was as added to the Bakersfield Municipal Code to set forth the policies and procedures for permitting second units consistent with the provisions of Section 65852.2 of the California Government Code.

At the September 5, 2018 City Council meeting, Councilmember Smith made a referral to the Planning and Development Committee to review permitting of ADUs.

On July 9, 2019, the Planning and Development Committee was presented information on ADUs and new Assembly/Senate bills being considered by the State. The Committee accepted public input from the development community and directed Staff to prepare a full draft of an updated Ordinance.

Accessory Dwelling Units. While the concept of ADUs may not be new, it was not until 2016 that State law started changing to encourage the construction of ADUs to alleviate the housing crisis in parts of the state. Under State law, an ADU is defined as:

> "an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is

situated." (Cal. Govt. Code § 65852.2)

ADUs are more common in urban areas where affordable housing is extremely limited. Typically, ADUs consist of garage conversions, additions to existing homes, or options for newly constructed homes that are marketed as mother-in-law quarters or casitas.

Under State law, ADUs are subject to the following regulations:

- Total area of floor space shall not exceed 1,200 square feet.
- Lot must be zoned single-family or multifamily and include a proposed or existing single-family dwelling.
- ADUs may be rented separate from the primary residence but may not be sold separate from the primary residence.

State law allows local jurisdictions to enact ordinances to impose additional standards on ADUs including, but not limited to, owner occupancy, size, and parking requirements. To date, the City of Bakersfield ("City") has not adopted any separate ordinances related to ADUs.

California State Legislature. Currently, there are three Bills being considered and are summarized below:

Assembly Bill 68 (last amended July 5, 2019; next Committee hearing date August 12, 2019)

- No minimum lot size for ADUs
- Ministerially approved within 60 days rather than 120
- One ADU and one junior ADU per lot with a proposed or existing single-family dwelling if certain requirements are met;
- A detached, new construction single-story ADU that meets certain requirements;
- Multiple ADUs within the portions of an existing multifamily dwelling structure provided those units meet certain requirements; or
- Not more than two ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to certain height and rear yard and side setback requirements

Assembly Bill 881 (last amended July 8, 2019; next Committee hearing date August 12, 2019)

- Cannot require owner occupancy
- Cannot impose parking standards if within 1/2 mile of public transit
- ADU must be located on a lot with a proposed or existing primary residence

Senate Bill 13 (last amended July 5, 2019; re-referred to the Committee on Appropriations)

- Cannot require replacement parking spot for garage conversion
- Cannot require owner occupancy
- Ministerially approved within 60 days rather than 120
- An accessory dwelling unit less than 750 square feet will be charged zero impact fees
- An accessory dwelling unit 750 or more square feet shall be charged 25 percent of the impact fees otherwise charged for a new single-family dwelling on the same lot

MUNICIPAL CODE AMENDMENTS:

Based on Committee's direction, the "major" proposed changes are summarized in Table 1 (see Resolution for specific changes).

Table 1. Updated Code Section Revisions	
Code Section	**Proposed Changes**
Definition	**17.04.539** "~~Second~~ **Accessory** dwelling unit" means an additional attached or detached residential dwelling unit subordinate in size and use to an existing ~~single-family~~ dwelling unit on a lot zoned for residential use and containing a separate entrance and independent living facilities.
Parking	**17.58.110** 1 space per dwelling unit. **If the unit is a garage conversion or within 1/2 mile of public transit, no parking spaces are required.**
Basis for Approval	**17.65.020** 2. The floor area of the ~~second~~ **accessory dwelling** unit, if attached to the existing living area, shall not exceed ~~thirty~~ **fifty** percent of the floor area of the existing dwelling; if detached from the existing living area, shall not exceed one thousand two hundred square feet. ~~3. The existing dwelling on the lot upon which the second unit is being proposed must be owner occupied.~~
Process	**17.58.110** B. The application shall include payment of the required site plan review fee. ~~The project will be~~ **Accessory dwelling units are not** subject to ~~the same~~ **traffic impact fees, and shall pay sewer connections fees based upon the number of fixtures.** ~~applicable to any other residential construction project which shall be paid prior to the issuance of a building permit.~~

CONCLUSION:

Based on the foregoing, Staff concludes the recommended ordinance amendments to Title 17 of the Bakersfield Municipal Code within Sections 17.04.539 and 17.58.110, and Chapter 17.65 are appropriate.

ATTACHMENTS:

Description	Type
PowerPoint presentation	Presentation
Blue Memo	Cover Memo
Redline Ordinance Amendment 17.58	Ordinance
Redline Ordinance Amendment 17.04 and 17.65	Ordinance
ADU background research	Backup Material

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL
MEETING
8/14/19 - New Business 13.a.

ACCESSORY DWELLING UNITS

City Council Referral
(Ward 4)

City Council Committee Meeting
August 14, 2019

CITY COUNCIL REFERRAL

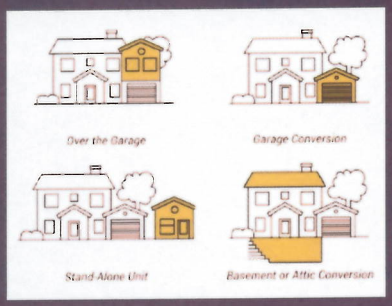
- **September 5, 2018** Referral from Councilmember Smith:
  - Request that the Planning and Development Committee discuss accessory dwelling units (ADUs) at one of the regularly scheduled meetings.
- **July 9, 2019** Planning and Development meeting:
  - Staff presented information on ADUs and new Assembly/Senate bills being considered by the State. The Committee accepted public input from the development community and
  - The committee unanimously directed Staff to prepare a full draft of an updated Ordinance to be brought to City Council.

DEFINITION

3

- **California Government Code § 65852.2**

"an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated."



BACKGROUND

4

- **ADU Locations**
  - Common in urban areas where affordable housing is extremely limited.



- **ADU Construction**
  - Typically consist of garage conversions, additions to existing homes, or options for newly constructed homes that are marketed as mother in law quarters or casitas.
- **Under State law, subject to:**
  - Total area of floor space shall not exceed 1,200 square feet.
  - Lot must be zoned single-family or multifamily and include a proposed or existing single-family dwelling.
  - ADUs may be rented separate from the primary residence but may not be sold separate from the primary residence.

FEES

5

- **State Law**
  - "Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012)".
  - Chapter 5 and Chapter 7 are part of the Mitigation Fee Act, which establishes the procedure for a local agency to levy fees for construction or improvement of public facilities on approval of development projects.
- **City Standards**
  - The City has adopted various ordinances and resolutions establishing the formulas for certain types of fees that comply with the Mitigation Fee Act by determining the impacts of the new development on the City's infrastructure.
  - Traffic Impact Fees and Sewer Connection Fees

FEES

6

Fee Description	Single-family Home (3000 SF SW Bakersfield)	Duplex (two 960 SF units in R-2)	ADU (Built within existing residence)
Traffic Impact Fees	$12,870.00	$12,426.00	$6,213.00
Sewer Connection Fees	$4,400.00	$6,336.00	$0.00
Park Development Fee – SW	$2,095.00	$4,190.00	$2,095.00
Site Plan Review	0	687	$687.00
Subtotal	$19,365.00	$23,639.00	$8,995.00
CBSC - BSA SPEC REV	$17.00	$17.00	
FIRE SPRINKLER PLAN CHECK	$144.00	$144.00	$0.00
FIRE SPRINKLER INSPECTION	$144.00	$144.00	$0.00
GENERAL PLAN MAINT FEE	$142.00	$142.00	$0.00
SMI FEE - RES	$55.06	$27.53	$0.00
PLAN CHECK FEES	$923.59	$465.70	$96.59
Grading/Building/Fire Permits	$1,084.28	$546.73	$269.33
Base Fee Subtotal	$2,509.93	$1,486.96	$365.92
Grand Total	$21,874.93	$25,125.96	$9,360.92

CA STATE LEGISLATURE

7

- **AB 68**
  - No minimum lot size for ADUs
  - Ministerially approved within 60 days rather than 120
- **AB 881**
  - Cannot require owner occupancy
  - Cannot impose parking standards if within 1/2 mile of public transit
- **SB 13**
  - Cannot require replacement parking spot for garage conversion
  - Cannot require owner occupancy
  - Ministerially approved within 60 days rather than 120
  - ADU < 750 square feet will be charged zero impact fees
  - ADU ≥ 750 square feet shall be charged 25% of the impact fees otherwise charged for a new single-family dwelling on the same lot

PROPOSED REVISIONS

8

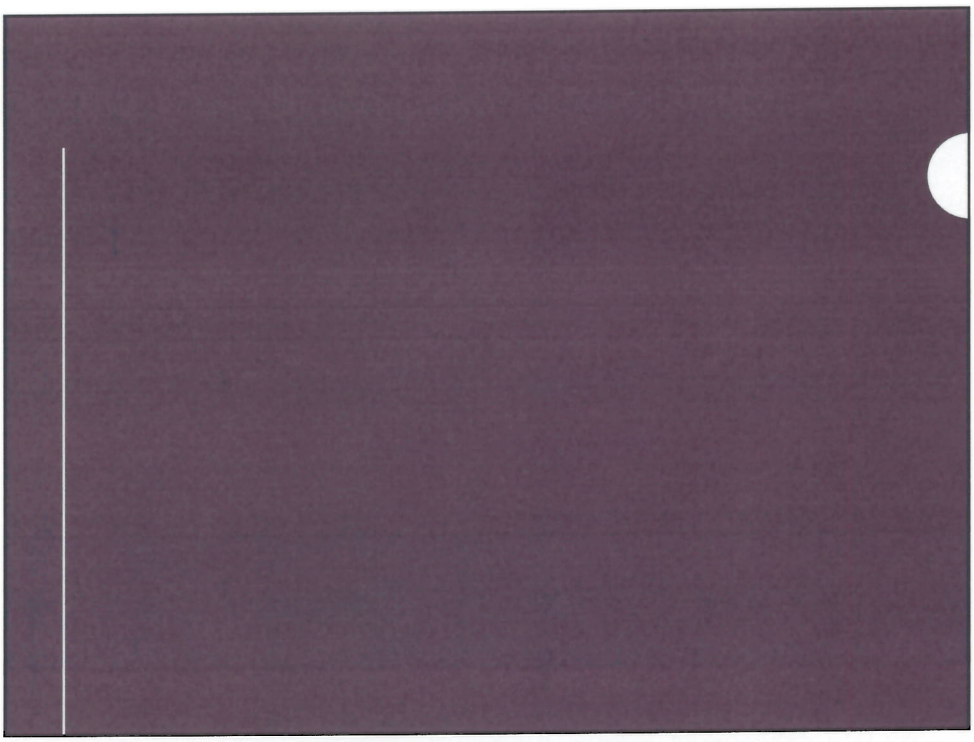
- **BMC 17.58.110 Parking Space by land use.**
  - If ADU is a garage conversion or within ½ mile to public transit no parking spaces required.
- **BMC 17.65**
  - Remove requirement for existing dwelling to be owner occupied.
  - ADU size increase from 30% to 50% of floor area of existing dwelling.
  - ADU's are not subject to traffic impact fees or park fees and shall pay sewer connections fee based on number of fixtures.

NEXT STEPS

- First Reading of New Ordinance as prepared by staff tonight
- Public Hearing by Planning Commission on September 5, 2019.
- Second Reading of Ordinance by City Council on September 11, 2019.
- Ordinance effective on October 11, 2019.

9

QUESTIONS?



FEES

- **Incentivizing ADUs by reducing fees may lead to:**
  - Traffic and Parking - may increase the trips per day to the neighborhood; if a garage conversion, may have more cars parking on the street.
  - Residential Character of Neighborhoods - could result in the neighborhood taking on more of a multi-family feel.
  - Sewer System Infrastructure - may have an impact to the City's sewer system infrastructure, as the systems were designed for single-family
- **Incentivizing ADUs by eliminating fees may result in:**
  - Other residents paying more than their proportionate share as a subsidy for the impacts caused by ADUs.

12

BAKERSFIELD

Development Services Department

MEMORANDUM

AUG 13, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **PHIL BURNS, INTERIM DEVELOPMENT SERVICES DIRECTOR** PB

SUBJECT: **COUNCIL MEETING OF AUGUST 14, 2019**
AGENDA ITEM 13 - First reading of an ordinance amending Sections 17.04.539 and 17.58.110, and Chapter 17.65 of the Bakersfield Municipal Code relating to Second Dwelling Units

---

It has been brought to staff's attention that the Planning Development Committee's request to exempt ADUs from paying park fees was not carried forward within staffs proposed ordinance modifications. Attached please find the revised proposed ordinance including the exemption for paying park fees.

Attachments

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 17.04 SECTION 17.04.539 AND CHAPTER 17.65 SECTIONS 17.65.010, 17.65.020, 17.65.030 AND 17.65.040 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Sections 17.04.539 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.539 ~~Second~~ Accessory dwelling unit.

"~~*Second*~~ ***Accessory*** *dwelling unit*" means an additional attached or detached residential dwelling unit subordinate in size and use to an existing ~~single-family~~ dwelling unit on a lot zoned for residential use and containing a separate entrance and independent living facilities.

SECTION 2.

Sections 17.65.010, 17.65.020, 17.65.030 and 17.65.040 of the Bakersfield Municipal Code are hereby amended to read as follows:

17.65.010 Purpose.

This chapter sets forth the policies and procedures for permitting ~~second~~ **accessory dwelling** units as defined in Section 17.04.539 of this title consistent with the provisions of Section 65852.2 **and relevant sections** of the California Government Code **as amended from time to time**.

17.65.020 Basis for approval.

A. ~~Second~~ **An Accessory** dwelling units ~~may~~ **shall** be approved by the planning director provided the proposed unit meets all of the following conditions:

1. The lot upon which the ~~second~~ **accessory dwelling** unit is being proposed must contain ~~an~~ **a proposed or** existing ~~single-family~~ dwelling.

2. The floor area of the ~~second~~ **accessory dwelling** unit, if attached to the existing living area, shall not exceed ~~thirty~~ **fifty** percent of the floor area of the existing dwelling; if detached from the existing living area, shall not exceed one thousand two hundred square feet.

~~3. The existing dwelling on the lot upon which the second unit is being proposed must be owner occupied.~~

~~4~~3. The ~~second~~ **accessory dwelling** unit shall conform to all other development requirements of Title 17 except minimum lot area per dwelling.

~~5~~4. The ~~second~~ **accessory dwelling** unit shall conform to the construction requirements of the Building Code as adopted by the city.

~~6~~5. The ~~second~~ **accessory dwelling** unit shall be architecturally compatible with the main unit. Architectural compatibility shall mean that the exterior building materials and architecture of the ~~second~~ **accessory dwelling** unit shall be the same as the materials used on the main dwelling. Architectural compatibility will be evaluated during site plan review.

17.65.030 Site plan approval required.

No person shall construct or cause to be constructed any ~~second~~ **accessory dwelling** unit without having first complied with the provisions of site plan review as provided in Chapter 17.08.

17.65.040 Process.

A. A request for approval of a**n** ~~second~~ **accessory dwelling** unit shall be made by submitting a site plan review application to the city. The request shall be made by the owner ~~occupant~~ of the **existing** dwelling **unit** on the lot upon which the ~~second~~ **accessory** dwelling unit will be constructed.

B. The application shall include payment of the required site plan review fee. ~~The project will be~~ **Accessory dwelling units are not** subject to ~~the same~~ **traffic impact fees or park fees, and shall pay sewer connections fees based upon the number of fixtures.** ~~applicable to any other residential construction project which shall be paid prior to the issuance of a building permit.~~

C. Projects shall comply with all the requirements of Section 17.65.020 and the conditions of approval placed on the project through site plan review.

SECTION 3.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

RI:vlg

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REDLINE

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 17.58 SECTION 17.58.110 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Sections 17.58.110 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.110 Parking space requirements by land use.

A. The minimum number of off-street parking spaces shall be provided and maintained for the following specified uses or facilities identified in the table in subsection E of this section. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses).

B. Tandem parking will not be counted toward the requirement for legal off-street parking, except one tandem parking space will be permitted for a single-family dwelling, and for each unit of a multiple-family dwelling that contains four units or less on a site that is not part of a multiple-family subdivision project.

C. Motorcycle parking that is provided and clearly identified for such use, may be counted as part of the total number of parking spaces required for a nonresidential use or building. However, this credit shall not exceed twenty-five spaces or five percent of the total parking required, whichever is less.

D. For uses not listed in the parking space requirements table, parking will be determined by the planning director based on the listed use(s) that most closely resembles the proposed use.

E. parking space requirements by land use table:

PARKING SPACE REQUIREMENTS BY LAND USE

	Use or Activity	Spaces Required
1.	One-family dwellings	2 spaces per dwelling unit
2.	~~2nd~~ **Accessory** dwelling unit (per Chapter 17.65)	1 space per dwelling unit. **If the unit is a garage conversion or within ½ mile of public transit, no parking spaces are required.**
3.	Multiple-family dwelling and condominium (efficiency, studio and 1-bedroom units)	1 space per unit, plus an additional 10% for guest parking on parcels containing 5 or more units. Moderate, low, and very low income projects with 5 or more units and being recorded as such by declaration or covenant that runs with the land, may reduce required parking by 25% (moderate, low and very low income is defined as being at or below 120% of the median income of Kern County as established by the State of California)
4.	Multiple-family dwelling and condominium (2 or more bedrooms)	2 spaces per unit, plus an additional 10% for guest parking on parcels containing 5 or more units. Moderate, low, and very low income projects with 5 or more units and being recorded as such by declaration or covenant that runs with the land, may reduce required parking by 25% (moderate, low and very low income is defined as being at or below 120% of the median income of Kern County as established by the State of California)

5.	Dwelling designed for senior citizens (a recorded covenant is required limiting occupancy of at least 1 resident per unit by age as noted or is physically handicapped)	62 years and over: 1 space per 2 units 55 years and over: 1 space per unit Plus an additional 10% for guest parking on parcels containing 5 or more units
6.	General office (i.e., real estate, finance companies, architects, engineers, attorneys, C.P.A. and other similar uses)	1 space per 250 square feet of gross floor area
7.	Medical and dental office, including chiropractic office, specialized medical offices and other similar uses	1 space per 200 square feet of gross floor area
8.	Physical and occupational therapy	1 space per 300 square feet of gross floor area
9.	Medical laboratory such as diagnostic dental and x-ray laboratories and other similar uses Surgery center and other out-patient facilities	1 space per 250 square feet of gross floor area
10.	Office park or complex (single and multiple tenant buildings with both general and medical office uses)	1 space per 200 square feet of gross floor area up to and including 15,000 square feet, plus an additional 1 space per 250 square feet of gross floor area in excess of 15,000 square feet
11.	Neighborhood and regional shopping center (freestanding satellite pads such as fast food restaurants or banks shall be computed separately unless satellite buildings contain 2 or more tenants)	1 space per 200 square feet of gross floor area up to and including 35,000 square feet, plus an additional 1 space per 250 square feet of gross floor area in excess of 35,000 square feet

12. General retail (single tenant only, for multiple tenant buildings, refer to #11 above)	1 space per 300 square feet of gross floor area
13. Restaurant, including fast food restaurant	1 parking space per 75 square feet of gross floor area (no additional parking is required for outdoor seating)
(Note: take-out restaurants where food is consumed off premises shall be parked in accordance with general retail in #12 above)	If use has 1 or more drive-up windows with drive-in lanes 24 feet in length, credit for 1 parking space per window shall be given; If such lane exceeds 44 feet, 2 spaces per window shall be credited in computing parking requirements Whenever the planning director determines that any restaurant with less than 3,000 square feet of gross floor area serves primarily those that may be conducting other business within the "central district" or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements
14. Night club, including live entertainment	1 parking space per 50 square feet of gross floor area (no additional parking is required for outdoor seating) Whenever the planning director determines that any night club with less than 3,000 square feet of gross floor area is open after 3:00 p.m. within the "central district" or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements

15. Convenience market with or without fueling services	1 space per 200 square feet of gross floor area, minimum of 10 spaces required; If use has 1 or more fuel pump islands, credit for 2 parking spaces per pump shall be given
16. Bank, savings and loan, credit union	1 space per 300 square feet of gross floor area; If use has 1 or more drive-up windows with drive-in lanes 24 feet in length, credit for 1 parking space per window shall be given; If such lane exceeds 44 feet, 2 spaces per window shall be credited in computing parking requirements
17. Hotel, motel, roominghouse (additional parking required for meeting rooms, restaurants, bars, and office space)	1 space per sleeping unit
18. Furniture store	1 space per 1,000 square feet of gross floor area
Plus office space for above	1 space per 300 square feet of gross floor area
19. Beauty salon and barbershop	1 space per 150 square feet of gross floor area or 2 spaces per barber or styling chair, whichever is less
20. Veterinary hospital and clinic	1 space per 500 square feet of gross floor area
21. Museum Library Cultural center	1 space per 500 square feet of gross floor area

22.	Nursery sales Vehicle sales area Trailer and camper sales area Boat and farm machinery sales area (office, retail sales, service department, and repair area shall be computed separately by use)	1 space per 4,000 square feet of inside or outside sales area
23.	Health club, such as aerobics and gymnastics studio, private gym, karate and judo club, and similar uses	1 space per 300 square feet of gross floor area
24.	Bowling alley (restaurants, video arcades, pro shops and other related uses shall be computed separately by use)	4 spaces per alley
25.	Billiards (restaurants, video arcades, pro shops and other related uses shall be computed separately by use)	2 spaces per table
26.	Golf course (restaurants, video arcades, pro shops and other related uses shall be computed separately by use)	6 spaces per tee
27.	Tennis, racquetball, and handball court (restaurants, video arcades, pro shops and other related uses shall be computed separately by use)	3 spaces per court

28. Stadium, sports arena, exhibition hall	1 space per 6 seats Where benches are provided, 18 inches of bench space shall be the equivalent of 1 seat; where no fixed seating is provided, 7 square feet of public assembly floor space shall be the equivalent of 1 seat
29. Park, outdoor recreational facility	1 space per 6 people that the facility is designed to accommodate or If seating is provided, 1 space per 4 seats, whichever is greater
30. Lodges, halls Banquet rooms, including those associated with a restaurant Church Funeral home Mortuary Theater Auditorium, including school multi-purpose buildings and similar places of assembly (figure main public meeting areas only)	1 space per 4 seats provided in accordance with applicable fire code occupancy standards Where benches are provided, 18 inches of bench space shall be the equivalent of 1 seat; where no fixed seating is provided, 7 square feet of public assembly floor space shall be the equivalent of 1 seat
31. Hospital Medical in-patient clinic and other overnight treatment facilities (additional parking required for administrative offices, out-patient clinic, testing, teaching, research and other similar activities)	3/4 space per bed

32.	Convalescent hospital and extended medical care facility Nursing and convalescent home Homes for the aged Conjugate care and extended care facility Residential care or group home (additional parking required for administrative offices, testing, teaching, research and other similar activities)	1/2 space per bed
33.	Child or adult day care center	1 space per 6 clients plus 1 space per staff member of the largest shift, with drop-off and pick-up area approved by the traffic engineer
34.	Large family day care center (The residential driveway is acceptable if the parking space does not conflict with any required child drop-off/pick-up area pursuant to Chapter 17.67 of this code)	1 space per employee of the largest shift
35.	Elementary or middle school	1 space for each faculty member and employee (based on the maximum number of faculty and employees on site at any given time) or 1 space per 4 seats in the primary public assembly area, whichever is greater
36.	High school, trade, secondary and post secondary school	1 space for each faculty member and employee, and 1 space for every 4 students (based on the maximum number of faculty, employees and students on site at any given time)

	or 1 space per 4 seats in the primary public assembly area, whichever is greater
37. Manufacturing, wholesale, service and automotive repair	1 space per 500 square feet of gross floor area
Plus office space for above	1 space per 300 square feet of gross floor area
38. Warehouse	1 space per 1,000 square feet of gross floor area up to and including 10,000 square feet, plus an additional 1 space per 3,000 square feet in excess of 10,000 square feet
Plus office space for above	1 space per 300 square feet of gross floor area
39. Self-service storage facility	2 spaces for the manager's living unit and 3 spaces with public access for the office (note: rows between storage buildings shall be at least 20 feet wide to allow for simultaneous vehicle parking and passage, and fire access)
40. Industrial office/warehouse Complex (multi-tenant shell buildings in either an M-1 or M-2 zone containing a mix of office, commercial, industrial and storage uses)	1 space per 400 square feet of gross floor area
41. Contractor's storage yard Public buildings and grounds other than administrative offices	1 space per company vehicle plus 1 space per 2 employees on the maximum working shift (a person stationed or working out of the storage or service yard)

42.	Electric distribution substation	No parking required
	Electric transmission substation	
	Gas regulator station	
	Public utility/water well station	
	Automated/computerized communications equipment buildings (where no permanent employees assigned)	

SECTION 3.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____
JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

RI:vlg

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 17.04 SECTION 17.04.539 AND CHAPTER 17.65 SECTIONS 17.65.010, 17.65.020, 17.65.030 AND 17.65.040 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Sections 17.04.539 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.539 ~~Second~~ Accessory dwelling unit.

"~~*Second*~~ ***Accessory*** *dwelling unit*" means an additional attached or detached residential dwelling unit subordinate in size and use to an existing ~~single-family~~ dwelling unit on a lot zoned for residential use and containing a separate entrance and independent living facilities.

SECTION 2.

Sections 17.65.010, 17.65.020, 17.65.030 and 17.65.040 of the Bakersfield Municipal Code are hereby amended to read as follows:

17.65.010 Purpose.

This chapter sets forth the policies and procedures for permitting ~~second~~ **accessory dwelling** units as defined in Section 17.04.539 of this title consistent with the provisions of Section 65852.2 **and relevant sections** of the California Government Code **as amended from time to time**.

17.65.020 Basis for approval.

A. ~~Second~~ **An Accessory** dwelling unit~~s may~~ **shall** be approved by the planning director provided the proposed unit meets all of the following conditions:

1. The lot upon which the ~~second~~ **accessory dwelling** unit is being proposed must contain ~~an~~ **a proposed or** existing ~~single-family~~ dwelling.

2. The floor area of the ~~second~~ **accessory dwelling** unit, if attached to the existing living area, shall not exceed ~~thirty~~ **fifty** percent of the floor area of the existing dwelling; if detached from the existing living area, shall not exceed one thousand two hundred square feet.

~~3. The existing dwelling on the lot upon which the second unit is being proposed must be owner occupied.~~

~~4~~**3**. The ~~second~~ **accessory dwelling** unit shall conform to all other development requirements of Title 17 except minimum lot area per dwelling.

~~5~~**4**. The ~~second~~ **accessory dwelling** unit shall conform to the construction requirements of the Building Code as adopted by the city.

~~6~~**5**. The ~~second~~ **accessory dwelling** unit shall be architecturally compatible with the main unit. Architectural compatibility shall mean that the exterior building materials and architecture of the ~~second~~ **accessory dwelling** unit shall be the same as the materials used on the main dwelling. Architectural compatibility will be evaluated during site plan review.

17.65.030 Site plan approval required.

No person shall construct or cause to be constructed any ~~second~~ **accessory dwelling** unit without having first complied with the provisions of site plan review as provided in Chapter 17.08.

17.65.040 Process.

A. A request for approval of a**n** ~~second~~ **accessory dwelling** unit shall be made by submitting a site plan review application to the city. The request shall be made by the owner ~~occupant~~ of the **existing** dwelling **unit** on the lot upon which the ~~second~~ **accessory** dwelling unit will be constructed.

B. The application shall include payment of the required site plan review fee. ~~The project will be~~ **Accessory dwelling units are not** subject to ~~the same~~ **traffic impact fees, and shall pay sewer connections fees based upon the number of fixtures.** ~~applicable to any other residential construction project which shall be paid prior to the issuance of a building permit.~~

C. Projects shall comply with all the requirements of Section 17.65.020 and the conditions of approval placed on the project through site plan review.

SECTION 3.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

---------o0o----------

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED:

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

RI:vlg

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ADU RESEARCH SUMMARY:

Fees. The law provides that:

> "Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012)".

Chapter 5 (Sections 66000-66008) and Chapter 7 (66012-66014) are part of the Mitigation Fee Act, which establishes the procedure for a local agency to levy fees for construction or improvement of public facilities on approval of development projects. Among other requirements, the local agency must determine that there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. An important element in the Mitigation Fee Act is that fees must be set proportionally to ensure that everyone pays their fair share for corresponding impacts to the system.

The City has adopted various ordinances and resolutions establishing the formulas for certain types of fees that comply with the Mitigation Fee Act by determining the impacts of the new development on the City's infrastructure. Two examples include Traffic Impact Fees and Sewer Connection Fees. In terms of ADUs, even though they may be smaller in size than single family residences, ADUs may be rented in the same fashion as a duplex or apartment unit. Since these larger ADUs are more marketable as rental units, the potential for increased impacts to City's infrastructure is arguably greater than a standard single family home with a traditional mother-in-law unit, and more similar to the impacts caused by a multi-family residence.

Accordingly, staff diligently researched options to create a reasonable fee schedule for ADUs that are more consistent with the associated impacts. This resulted in fees being set at the multifamily, or reduced, rate. Such an approach complies with the current law on ADUs and guidance provided by the California Department of Housing and Community Development. It should be noted that if the ADU is 500 square feet or less and does not include a full kitchen or laundry facilities, it is considered a Junior ADU under state law and not subject to fees.

Fee Description	**Single-family Home (3000 SF SW Bakersfield)**	**Duplex (two 960 SF units in R-2)**	**ADU (Built within existing residence)**
Traffic Impact Fees	$12,870.00	$12,426.00	$6,213.00
Sewer Connection Fees	$4,400.00	$6,336.00	$0.00
Park Development Fee – SW	$2,095.00	$4,190.00	$2,095.00
Site Plan Review	0	687	$687.00
Subtotal	$19,365.00	$23,639.00	$8,995.00
CBSC - BSA SPEC REV	$17.00	$17.00	
FIRE SPRINKLER PLAN CHECK	$144.00	$144.00	$0.00

FIRE SPRINKLER INSPECTION	$144.00	$144.00	$0.00
GENERAL PLAN MAINT FEE	$142.00	$142.00	$0.00
SMI FEE - RES	$55.06	$27.53	$0.00
PLAN CHECK FEES	$923.59	$465.70	$96.59
Grading/Building/Fire Permits	$1,084.28	$546.73	$269.33
Base Fee Subtotal	$2,509.93	$1,486.96	$365.92
Grand Total	**$21,874.93**	**$25,125.96**	**$9,360.92**

While the State is encouraging the development of ADUs, incentivizing ADUs by reducing fees could lead toward some unintended consequences.

Traffic and Parking:
Increasing the number of families living in a single family neighborhood may increase the trips per day to the neighborhood, which could impact the traffic in and around the neighborhood in ways that were not studied when the tract map was approved and conditioned. The additional families may also result in more cars being parked in neighborhoods, and if the ADU is a garage conversion, more cars will end up parking on the street.

Residential Character of Neighborhoods:
Incentivizing the construction of ADUs in traditional single-family neighborhoods could result in the neighborhood taking on more of a multi-family feel. Existing residents that moved into a particular development expecting to live in a single-family neighborhood, could be upset if their neighbors construct ADUs and rent the house, ADU, or both to new families. It is true that the State law mentions that ADUs do not increase density for the purpose of zoning consistency, but the people actually living in the area will still feel the effects of the increased density.

Residential Care Facilities:
Residential Care Facilities are single family residences that provide treatment to individuals for a number of different reasons. These facilities may be licensed by the state, and if there are 6 or less individuals in one dwelling, they are permitted by right. This situation leads to many complaints from residents that live near these facilities. ADUs could increase the number of people living or working at Residential Care Facilities by allowing more staff to live in an ADU.

Sewer System Infrastructure
ADUs may also have an impact to the City's sewer system infrastructure, as the systems were designed for single family equivalent dwelling units. The addition of ADUs could increase the demand on the sewer system because there would be more connections to the system. The City is currently having issues with the current sizing of the sewer infrastructure in the area near West Ming, so incentivizing the construction of ADUs could adversely impact the system while not contributing to the cost to develop and maintain the system.

Additionally, failure to charge appropriate fees for ADU's impacts on infrastructure may result in other residents paying more than their proportionate share as a subsidy for the impacts caused by ADUs, and thus expose the City to litigation if fees are waived.

ADMINISTRATIVE REPORT

MEETING DATE: 8/14/2019 New Business 13. b.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 8/2/2019

WARD:

SUBJECT: 2018 Annual Housing Progress Report.

STAFF RECOMMENDATION:

Staff Recommends Council receive and file.

BACKGROUND:

California local governments are required to plan to meet local housing needs by maintaining adopted housing plans as a component of the General Plan. Accordingly, the City of Bakersfield adopted an updated Housing Element on January 20, 2016, which was found to be in full compliance with State housing element law on February 16, 2016.

With the passage of the 2017 Housing Package, the California Legislature made housing a state wide concern and therefore made the Annual Housing Progress Report (APR) a requirement of all cities, including charter cities which were previously excluded. Per Government Code Section 65400, each jurisdiction must prepare an APR on the jurisdiction's status and progress in implementing its Housing Element. The APR must be submitted to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) by April 1 of each year (covering the previous calendar year).

SUMMARY OF REPORTING REQUIREMENTS

The APR is structured around a report on "permitted units." which means units for which building permits for new construction have been issued by the local government during the reporting year. For this purpose, "new housing unit" means a house, an apartment, a group of rooms, or a single room occupied or intended for occupancy as separate living quarters.

The HCD and OPR have created standardized APR forms that all jurisdictions are required to use. The forms consist of a series of excel spreadsheets that compile and summarize the following data requirements:

- **Table A:** Annual Building Activity Report Summary for New Construction Entitlements, Permits and Completed Units
- **Table A2:** Housing Development Applications Received (Includes all housing "applications submitted"; per HCD "Application submitted" means a completed application submittal, as determined by the jurisdiction.)
- **Table B:** Regional Housing Needs Allocation Progress – summarizes what is entered in

Tables A

- **Table C:** Sites Identified or Rezoned to Accommodate Housing Need – N/A, we did not identify any rezoning to reach housing needs in the current Housing Element
- **Table D:** Program Implementation Status – includes summary of housing programs and current status
- **Table E:** Commercial Development Bonus Approved – tracks any development bonus agreements entered
- **Table F:** Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites – N/A, we did not identify a program in our housing element that requires these activities to meet our housing need.

SUMMARY OF 2018 ANNUAL HOUSING REPORT

Per Government Code Section 65400, the City submitted its 2018 Annual Housing Element Progress Report on March 28, 2019. The report showed that the City is making satisfactory progress toward meeting its housing goals with 657 newly entitled units (577 of which are multi-family), 1,180 building permits issued, and two affordable housing units built in 2018. The APR forms are attached to this Administrative Report.

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 (i.e. rezones, tentative tract maps, conditional use permits, etc.) to expedite the processing of new housing entitlements. The Municipal Code also allows for residential housing incentives, such as density bonus units, fee reduction, and fast tracking for developers of affordable housing, senior housing, and infill development. In addition, the legislation required affordable housing streamlining that went into effect January 1, 2018. SB 35 enacted Government Code Section 65913.4 to establish a streamlined, ministerial approval process for multifamily housing projects that satisfy certain eligibility criteria. The City of Bakersfield is currently subject to SB 35 streamlining for proposed developments with at least 10% affordability.

With the implementation of the new SB 35 requirements and the City's existing process and policies, as well as Planning Division's current work on developing guidance for applicants, City efforts will continue to improve streamlining of affordable housing in the southern Central Valley.

CONCLUSION:

California Law mandates that counties and cities submit to their legislative bodies, the State Office of Planning and Research, and the California Department of Housing and Community Development, an annual report on the status of their Housing Element and the progress towards its implementation. The law further mandates that the annual report "shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments." Government Code Section 65400(a)(2)(B). This solicitation of public comment fulfills the City's obligations under the Government Code.

ATTACHMENTS:

Description	Type
PowerPoint presentation	Presentation
2018 Annual Housing Progress Report	Backup Material
2018 Annual Housing Progress Report Table A	Backup Material
2018 Annual Housing Progress Report Table A-2	Backup Material
2018 Annual Housing Progress Report Table B	Backup Material

- 2018 Annual Housing Progress Report Table C — Backup Material
- 2018 Annual Housing Progress Report Table D — Backup Material
- 2018 Annual Housing Progress Report Table E — Backup Material
- 2018 Annual Housing Progress Report Table F — Backup Material
- 2018 Annual Housing Progress Report Summary — Backup Material

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL
MEETING
8/14/19 - New Business 13.b.

2018 ANNUAL HOUSING PROGRESS REPORT

All Wards

City Council
August 14, 2019

BACKGROUND

2

California local governments are required to adequately plan to meet the housing needs of everyone in the community by maintaining adopted housing plans as part of their general plan. The City of Bakersfield most recently adopted an updated Housing Element on January 20, 2016. The Housing Element was found to be in full compliance with State housing element law on February 16, 2016.

BACKGROUND

3

Per Government Code Section 65400, each jurisdiction must prepare an APR on the jurisdiction's status and progress implementing the housing element. The APR must be submitted to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) by April 1 of each year (covering the previous year). The data reported in the APR demonstrates permitting progress towards our Regional Hosing Needs Allocation (RHNA).

Prior to the passage of Assembly Bill 879 in 2017, there wasn't a requirement under Government Code § 65400 for charter cities to present the APR to City Council and accept public comment.

SUMMARY OF 2018 ANNUAL HOUSING PROGRESS REPORT

4

Per Government Code Section 65400, the City submitted its 2018 Annual Housing Element Progress Report on March 28, 2019. The report showed that the City is making satisfactory progress toward meeting its housing goals with 657 newly entitled units (577 of which are multi-family), 1,180 building permits issued, and two affordable housing units built in 2018.

SUMMARY OF 2018 ANNUAL HOUSING PROGRESS REPORT

5

The City maintains existing zoning code and development policies that facilitate the streamlining of residential projects. For new land use entitlements, the City allows and encourages developers to file concurrent applications (i.e. rezones, tentative tract maps, conditional use permits, etc.) to expedite the processing of new housing entitlements.

SUMMARY OF 2018 ANNUAL HOUSING PROGRESS REPORT

6

The Municipal Code also allows for residential housing incentives, such as density bonus units, fee reduction, and fast tracking for developers of affordable housing, senior housing, and infill development. SB 35 enacted Government Code Section 65913.4 to establish a streamlined, ministerial approval process for multifamily housing projects that satisfy certain eligibility criteria. The City of Bakersfield is currently subject to SB 35 streamlining for proposed developments with at least 10% affordability.

ACTION ITEMS

7

- Solicit public comments on the 2018 Annual Housing Progress Report
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Please Start Here

General Information	
Jurisidiction Name	Bakersfield
Reporting Calendar Year	2018
Contact Information	
First Name	Jacquelyn
Last Name	Kitchen
Title	Development Services Director
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Phone	(661) 326-3075
Mailing Address	
Street Address	1715 Chester Avenue
City	Bakersfield
Zipcode	93301

Submittal Instructions

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 (Preferred) -** This enters your information 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.

v 3_6_19

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	Notes
1					2	3	4	5							6	7	8	9	10
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	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 (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below										1		1		1636	1638	1638			
	53820508007	5110 SILVERY JEWEL		1700012349	SFD	O	1/2/2018							1	1	1		No	
	53820510002	5118 SILVERY JEWEL		1700012350	SFD	O	1/2/2018							1	1	1		No	
	53820511005	5122 SILVERY JEWEL		1700012351	SFD	O	1/2/2018							1	1	1		No	
	53820507004	5106 SILVERY JEWEL		1700012352	SFD	O	1/2/2018							1	1	1		No	
	53820509000	5114 SILVERY JEWEL		1700012353	SFD	O	1/2/2018							1	1	1		No	
	53130046002	10325 MONARCH		1700011553	SFD	O	1/3/2018							1	1	1		No	
	999999999	1713 DOWNTON		1700011885	SFD	O	1/3/2018							1	1	1		No	
	999999999	1707 DOWNTON		1700011887	SFD	O	1/3/2018							1	1	1		No	
	54112405002	9911 ALONDRA		1700011365	SFD	O	1/4/2018							1	1	1		No	
	54112206001	6912 BIDWELL		1700011370	SFD	O	1/4/2018							1	1	1		No	
	53830304000	5109 POMERADO		1800000008	SFD	O	1/4/2018							1	1	1		No	
	53830310007	5116 POMERADO		1800000018	SFD	O	1/4/2018							1	1	1		No	
	36825205003	1917 MCINTOSH		1800000028	SFD	O	1/4/2018							1	1	1		No	
	36825212003	1912 CRISPIN		1800000029	SFD	O	1/4/2018							1	1	1		No	
	52437023004	11506 CELESTIAL		1800000033	SFD	O	1/4/2018							1	1	1		No	
	00550024000	2108 LEWIS PULLER		1800000056	SFD	O	1/4/2018			1					1	1		No	Restricted via a regulatory ag
	52438119003	11718 HOLLYBROOK		1800000144	SFD	O	1/8/2018							1	1	1		No	
	52438118000	11712 HOLLYBROOK		1800000145	SFD	O	1/8/2018							1	1	1		No	
	54013101005	9009 DROVERS RUN		1800000118	SFD	O	1/10/2018							1	1	1		No	
	54012101002	9032 ALMOND CREEK		1800000122	SFD	O	1/10/2018							1	1	1		No	
	53130056001	10400 GARDEN VIEW		1700012155	SFD	O	1/11/2018							1	1	1		No	
	54112205008	6918 BIDWELL		1700011355	SFD	O	1/12/2018							1	1	1		No	
	54112411009	9809 ALONDRA		1700011357	SFD	O	1/12/2018							1	1	1		No	
	54112407008	9831 ALONDRA		1700011358	SFD	O	1/12/2018							1	1	1		No	
	54112412002	9803 ALONDRA		1700011359	SFD	O	1/12/2018							1	1	1		No	
	54112414008	9720 BISCAYANE		1700011360	SFD	O	1/12/2018							1	1	1		No	
	54112413005	9719 ALONDRA		1700011362	SFD	O	1/12/2018							1	1	1		No	
	54112409004	9817 ALONDRA		1700011363	SFD	O	1/12/2018							1	1	1		No	
	54112410006	9813 ALONDRA		1700011367	SFD	O	1/12/2018							1	1	1		No	
	54112101009	7106 BIDWELL		1700011368	SFD	O	1/12/2018							1	1	1		No	
	54112406005	9905 ALONDRA		1700011369	SFD	O	1/12/2018							1	1	1		No	
	54112314001	9816 ALONDRA		1700011375	SFD	O	1/12/2018							1	1	1		No	
	54112204005	6924 BIDWELL		1700011378	SFD	O	1/12/2018							1	1	1		No	
	54112203002	7002 BIDWELL		1700011380	SFD	O	1/12/2018							1	1	1		No	
	54112408001	9823 ALONDRA		1700011381	SFD	O	1/12/2018							1	1	1		No	
	52367014008	13904 ELBURY		1700012150	SFD	O	1/18/2018							1	1	1		No	
	54012307004	9201 SNOWY RIVER		1800000282	SFD	O	1/19/2018							1	1	1		No	
	54012308007	9205 SNOWY RIVER		1800000283	SFD	O	1/19/2018							1	1	1		No	
	41433127009	6203 ESTAVEZ		1800000392	SFD	O	1/19/2018							1	1	1		No	
	51821203008	608 VANCLUSE BAY		1700012117	SFD	O	1/22/2018							1	1	1		No	
	51821202005	604 VANCLUSE BAY		1700012118	SFD	O	1/22/2018							1	1	1		No	
	51821205004	616 VANCLUSE BAY		1700012120	SFD	O	1/22/2018							1	1	1		No	
	53424304005	15301 ALDRIDGE		1800000148	SFD	O	1/22/2018							1	1	1		No	
	53425105007	15018 ALDRIDGE		1800000150	SFD	O	1/22/2018							1	1	1		No	
	51821204001	612 VANCLUSE BAY		1800000230	SFD	O	1/22/2018							1	1	1		No	
	51821206007	620 VANCLUSE BAY		1800000231	SFD	O	1/22/2018							1	1	1		No	
	53422306005	826 JACOB CREEK		1800000281	SFD	O	1/22/2018							1	1	1		No	
	49242222007	9009 CLARO DE LUNA		1800000200	SFD	O	1/23/2018							1	1	1		No	
	49242317000	9001 RANCHO VIEJO		1800000401	SFD	O	1/23/2018							1	1	1		No	
	52345020001	2602 BRIGHTON PARK		1700010911	SFD	O	1/24/2018							1	1	1		No	
	49547013003	1623 PISSARRO		1700011710	SFD	O	1/24/2018							1	1	1		No	
	17363116008	5510 TIERRA ABIERTA		1700011982	SFD	O	1/24/2018							1	1	1		No	
	17363117001	5514 TIERRA ABIERTA		1700011983	SFD	O	1/24/2018							1	1	1		No	
	17363118004	5518 TIERRA ABIERTA		1700011984	SFD	O	1/24/2018							1	1	1		No	
	38641502003	10204 BLUFFSHADOW		1800000494	SFD	O	1/24/2018							1	1	1		No	
	53830101007	5202 POMERADO		1800000379	SFD	O	1/25/2018							1	1	1		No	
	52437018000	11610 CLARET		1800000380	SFD	O	1/25/2018							1	1	1		No	
	52437019003	11602 CLARET		1800000533	SFD	O	1/25/2018							1	1	1		No	
		6514 BANGOR		1800000207	SFD	O	1/26/2018							1	1	1		No	
		6518 BANGOR		1800000209	SFD	O	1/26/2018							1	1	1		No	
	38641101002	6602 BORAH PEAK		1800000629	SFD	O	1/29/2018							1	1	1		No	
	49549005006	13214 DALI		1800000403	SFD	O	1/30/2018							1	1	1		No	
	36825213006	2002 CRISPIN		1800000598	SFD	O	1/30/2018							1	1	1		No	
	01832006000	118 TYREE TOLIVER		1800000045	2 to 4	R	1/8/2018							2	2	2		No	
	01918130003	301 DR MARTIN		1800000184	2 to 4	R	1/26/2018							2	2	2		No	
	01918129001	305 DR MARTIN		1800000185	2 to 4	R	1/26/2018							2	2	2		No	
	02014008001	3279 CHESTER		1700006211	2 to 4	R	1/31/2018							2	2	2		No	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Inco			
1					2	3	4							5	6	7			
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	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	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted
Summary Row: Start Data Entry Below													657		657			1	
	53831001003	5319 TWINKLE LN		1700007439	SFD	O													
	41433127009	6203 ESTAVEZ ST		1800000392	SFD	O													
	41433128002	6207 ESTAVEZ ST		1800000849	SFD	O													
	54112206001	6912 BIDWELL DR		1700011370	SFD	O													
	41433104002	6115 TREVINO CT		1800001028	SFD	O													
	41433130007	6215 ESTAVEZ ST		1800001029	SFD	O													
	41432414009	514 CORREGIDORA AVE		1800001030	SFD	O													
	41433131000	6219 ESTAVEZ ST		1800001147	SFD	O													
	52438118000	11712 HOLLYBROOK LN		1800000145	SFD	O													
	52438119003	11718 HOLLYBROOK LN		1800000144	SFD	O													
	53830304000	5109 POMERADO WAY		1800000008	SFD	O													
	54013101005	9009 DROVERS RUN RD		1800000118	SFD	O													
	49242222007	9009 CLARO DE LUNA DR		1800000200	SFD	O													
	54112407008	9831 ALONDRA DR		1700011358	SFD	O													
	54112405002	9911 ALONDRA DR		1700011365	SFD	O													
	53424304005	15301 ALDRIDGE AVE		1800000148	SFD	O													
	53425105007	15018 ALDRIDGE AVE		1800000150	SFD	O													
	53820508007	5110 SILVERY JEWEL LN		1700012349	SFD	O													
	36825205003	1917 MCINTOSH WAY		1800000028	SFD	O													
	36825213006	2002 CRISPIN ST		1800000598	SFD	O													
	53831001003	5306 RIVULET RUN CT		1700007400	SFD	O													
	54112409004	9817 ALONDRA DR		1700011363	SFD	O													
	41432201007	6100 GARBER WAY		1800001377	SFD	O													
	41433129005	6211 ESTAVEZ ST		1800001384	SFD	O													
	54112410006	9813 ALONDRA DR		1700011367	SFD	O													
	999999999	1713 DOWNTON CT		1700011885	SFD	O													
	#N/A	5118 SILVERY JEWEL LN		1700012350	SFD	O													
	53820507004	5106 SILVERY JEWEL LN		1700012352	SFD	O													
	53127216001	6111 TREVINO CT		1800001810	SFD	O													
	53830310007	5116 POMERADO WAY		1800000018	SFD	O													
	53419429001	513 CORREGIDORA AVE		1800001812	SFD	O													
	54012102005	9101 ALMOND CREEK DR		1800000802	SFD	O													
	999999999	1707 DOWNTON CT		1700011887	SFD	O													
	54112205008	6918 BIDWELL DR		1700011355	SFD	O													
	54112414008	9720 BISCAYANE DR		1700011360	SFD	O													
	41433132003	6223 ESTAVEZ ST		1800001387	SFD	O													
	38402307007	6207 PIZARRO ST		1800001813	SFD	O													
	53830203000	5303 POMERADO WAY		1800000699	SFD	O													
	52367014008	13904 ELBURY AVE		1700012150	SFD	O													
	54013207000	9209 DROVERS RUN RD		1800001036	SFD	O													
	49547035007	509 CHAPULTEPEC AVE		1800001888	SFD	O													

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Inco			
1					2	3	4							5	6	7			
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	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	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted
	53820511005	5122 SILVERY JEWEL LN		1700012351	SFD	O													
	53820509000	5114 SILVERY JEWEL LN		1700012353	SFD	O													
	38641101002	6602 BORAH PEAK RD		1800000629	SFD	O													
	53830110003	5318 POMERADO WAY		1800001010	SFD	O													
	54012308007	9205 SNOWY RIVER DR		1800000283	SFD	O													
	54012316000	9204 SNOWY RIVER DR		1800001035	SFD	O													
	999999999	9108 ALMOND CREEK DR		1800001261	SFD	O													
	17024014001	6114 TREVINO CT		1800002138	SFD	O													
	52437023004	11506 CELESTIAL CT		1800000033	SFD	O													
	54012307004	9201 SNOWY RIVER DR		1800000282	SFD	O													
	49242317000	9001 RANCHO VIEJO DR		1800000401	SFD	O													
	49242314001	9019 RANCHO VIEJO DR		1800000687	SFD	O													
	39031025007	7321 WILD MUSTANG DR		1800001260	SFD	O													
	53835115003	513 CHAPULTEPEC AVE		1800002143	SFD	O													
	53425103001	15034 ALDRIDGE AVE		1800000681	SFD	O													
	53424305008	15241 ALDRIDGE AVE		1800000683	SFD	O													
	53424116006	203 HAMMERSMITH DR		1800000684	SFD	O													

Project Identifier		mes - Building Permits						Affordability by Household Incomes - Certificates of Occupancy									
1						8	9	10							11	12	13
Current APN	Street Address	Project Name+	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	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	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+
l Data Entry Below			1		1178		1180			1				503		504	
53831001003	5319 TWINKLE LN				1	3/30/2018	1							1	3/30/2018	1	
41433127009	6203 ESTAVEZ ST				1	1/19/2018	1							1	4/18/2018	1	
41433128002	6207 ESTAVEZ ST				1	2/5/2018	1							1	4/19/2018	1	
54112206001	6912 BIDWELL DR				1	1/4/2018	1							1	5/9/2018	1	
41433104002	6115 TREVINO CT				1	2/12/2018	1							1	5/9/2018	1	
41433130007	6215 ESTAVEZ ST				1	2/12/2018	1							1	5/9/2018	1	
41432414009	514 CORREGIDORA AVE				1	2/12/2018	1							1	5/9/2018	1	
41433131000	6219 ESTAVEZ ST				1	2/16/2018	1							1	5/9/2018	1	
52438118000	11712 HOLLYBROOK LN				1	1/8/2018	1							1	5/11/2018	1	
52438119003	11718 HOLLYBROOK LN				1	1/8/2018	1							1	5/14/2018	1	
53830304000	5109 POMERADO WAY				1	1/4/2018	1							1	5/21/2018	1	
54013101005	9009 DROVERS RUN RD				1	1/10/2018	1							1	5/22/2018	1	
49242222007	9009 CLARO DE LUNA DR				1	1/23/2018	1							1	5/23/2018	1	
54112407008	9831 ALONDRA DR				1	1/12/2018	1							1	5/25/2018	1	
54112405002	9911 ALONDRA DR				1	1/4/2018	1							1	5/25/2018	1	
53424304005	15301 ALDRIDGE AVE				1	1/22/2018	1							1	5/25/2018	1	
53425105007	15018 ALDRIDGE AVE				1	1/22/2018	1							1	5/25/2018	1	
53820508007	5110 SILVERY JEWEL LN				1	1/2/2018	1							1	5/29/2018	1	
36825205003	1917 MCINTOSH WAY				1	1/4/2018	1							1	5/29/2018	1	
36825213006	2002 CRISPIN ST				1	1/30/2018	1							1	5/29/2018	1	
53831001003	5306 RIVULET RUN CT				1	3/30/2018	1							1	5/30/2018	1	
54112409004	9817 ALONDRA DR				**1**	1/12/2018	1							**1**	**43250**	1	
41432201007	6100 GARBER WAY				1	2/27/2018	1							1	43251	1	
41433129005	6211 ESTAVEZ ST				1	2/27/2018	1							1	43252	1	
54112410006	9813 ALONDRA DR				1	1/12/2018	1							1	43255	1	
999999999	1713 DOWNTON CT				1	1/3/2018	1							1	43256	1	
#N/A	5118 SILVERY JEWEL LN				1	1/2/2018	1										
53820507004	5106 SILVERY JEWEL LN				1	1/2/2018	1							1	43256	1	
53127216001	6111 TREVINO CT				1	3/14/2018	1							1	43256	1	
53830310007	5116 POMERADO WAY				1	1/4/2018	1							1	43257	1	
53419429001	513 CORREGIDORA AVE				1	3/14/2018	1							1	43257	1	
54012102005	9101 ALMOND CREEK DR				1	2/15/2018	1							1	43258	1	
999999999	1707 DOWNTON CT				1	1/3/2018	1							1	43262	1	
54112205008	6918 BIDWELL DR				1	1/12/2018	1							1	43263	1	
54112414008	9720 BISCAYANE DR				1	1/12/2018	1							1	43263	1	
41433132003	6223 ESTAVEZ ST				1	2/27/2018	1							1	43263	1	
38402307007	6207 PIZARRO ST				1	3/14/2018	1							1	43263	1	
53830203000	5303 POMERADO WAY				**1**	2/1/2018	1							**1**	**43264**	1	
52367014008	13904 ELBURY AVE				**1**	1/18/2018	1							**1**	**43266**	1	
54013207000	9209 DROVERS RUN RD				1	2/21/2018	1							1	43266	1	
49547035007	509 CHAPULTEPEC AVE				**1**	3/14/2018	1							**1**	**43266**	1	

Project Identifier		mes - Building Permits						Affordability by Household Incomes - Certificates of Occupancy									
1						8	9	10							11	12	13
Current APN	Street Address	Project Name+	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	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	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+
53820511005	5122 SILVERY JEWEL LN				**1**	1/2/2018	1							**1**	**43269**	1	
53820509000	5114 SILVERY JEWEL LN				1	1/2/2018	1							1	43269	1	
38641101002	6602 BORAH PEAK RD				1	1/29/2018	1							1	43269	1	
53830110003	5318 POMERADO WAY				1	2/9/2018	1							1	43269	1	
54012308007	9205 SNOWY RIVER DR				1	1/19/2018	1							1	43271	1	
54012316000	9204 SNOWY RIVER DR				1	2/21/2018	1							1	43271	1	
999999999	9108 ALMOND CREEK DR				1	3/2/2018	1							1	43271	1	
17024014001	6114 TREVINO CT				1	3/20/2018	1							1	43271	1	
52437023004	11506 CELESTIAL CT				1	1/4/2018	1							1	43272	1	
54012307004	9201 SNOWY RIVER DR				1	1/19/2018	1							1	43272	1	
49242317000	9001 RANCHO VIEJO DR				1	1/23/2018	1							1	43272	1	
49242314001	9019 RANCHO VIEJO DR				1	2/5/2018	1							1	43272	1	
39031025007	7321 WILD MUSTANG DR				**1**	3/2/2018	1							**1**	**43272**	1	
53835115003	513 CHAPULTEPEC AVE				**1**	3/20/2018	1							**1**	**43272**	1	
53425103001	15034 ALDRIDGE AVE				**1**	2/5/2018	1							**1**	**43273**	1	
53424305008	15241 ALDRIDGE AVE				1	2/5/2018	1							1	43273	1	
53424116006	203 HAMMERSMITH DR				1	2/5/2018	1							1	43273	1	

Project Identifier			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1			14	15	16	17	18	19	20			21
Current APN	Street Address	Project Name+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/ Destroyed Units+	Demolished or Destroyed Units+	Demolished/ Destroyed Units Owner or Renter+	Notes+
Data Entry Below												
53831001003	5319 TWINKLE LN		N									
41433127009	6203 ESTAVEZ ST		N									
41433128002	6207 ESTAVEZ ST		N									
54112206001	6912 BIDWELL DR		N									
41433104002	6115 TREVINO CT		N									
41433130007	6215 ESTAVEZ ST		N									
41432414009	514 CORREGIDORA AVE		N									
41433131000	6219 ESTAVEZ ST		N									
52438118000	11712 HOLLYBROOK LN		N									
52438119003	11718 HOLLYBROOK LN		N									
53830304000	5109 POMERADO WAY		N									
54013101005	9009 DROVERS RUN RD		N									
49242222007	9009 CLARO DE LUNA DR		N									
54112407008	9831 ALONDRA DR		N									
54112405002	9911 ALONDRA DR		N									
53424304005	15301 ALDRIDGE AVE		N									
53425105007	15018 ALDRIDGE AVE		N									
53820508007	5110 SILVERY JEWEL LN		N									
36825205003	1917 MCINTOSH WAY		N									
36825213006	2002 CRISPIN ST		N									
53831001003	5306 RIVULET RUN CT		N									
54112409004	9817 ALONDRA DR		N									
41432201007	6100 GARBER WAY		N									
41433129005	6211 ESTAVEZ ST		N									
54112410006	9813 ALONDRA DR		N									
999999999	1713 DOWNTON CT		N									
#N/A	5118 SILVERY JEWEL LN		N									
53820507004	5106 SILVERY JEWEL LN		N									
53127216001	6111 TREVINO CT		N									
53830310007	5116 POMERADO WAY		N									
53419429001	513 CORREGIDORA AVE		N									
54012102005	9101 ALMOND CREEK DR		N									
999999999	1707 DOWNTON CT		N									
54112205008	6918 BIDWELL DR		N									
54112414008	9720 BISCAYANE DR		N									
41433132003	6223 ESTAVEZ ST		N									
38402307007	6207 PIZARRO ST		N									
53830203000	5303 POMERADO WAY		N									
52367014008	13904 ELBURY AVE		N									
54013207000	9209 DROVERS RUN RD		N									
49547035007	509 CHAPULTEPEC AVE		N									

Project Identifier			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1			14	15	16	17	18	19	20			21
Current APN	Street Address	Project Name+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/ Destroyed Units+	Demolished or Destroyed Units+	Demolished/ Destroyed Units Owner or Renter+	Notes+
53820511005	5122 SILVERY JEWEL LN		N									
53820509000	5114 SILVERY JEWEL LN		N									
38641101002	6602 BORAH PEAK RD		N									
53830110003	5318 POMERADO WAY		N									
54012308007	9205 SNOWY RIVER DR		N									
54012316000	9204 SNOWY RIVER DR		N									
999999999	9108 ALMOND CREEK DR		N									
17024014001	6114 TREVINO CT		N									
52437023004	11506 CELESTIAL CT		N									
54012307004	9201 SNOWY RIVER DR		N									
49242317000	9001 RANCHO VIEJO DR		N									
49242314001	9019 RANCHO VIEJO DR		N									
39031025007	7321 WILD MUSTANG DR		N									
53835115003	513 CHAPULTEPEC AVE		N									
53425103001	15034 ALDRIDGE AVE		N									
53424305008	15241 ALDRIDGE AVE		N									
53424116006	203 HAMMERSMITH DR		N									

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Jurisdiction	Bakersfield	
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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

Income Level		1	2									3	4
		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	9706			182							182	9524
	Non-Deed Restricted												
Low	Deed Restricted	5800			76	1						77	5723
	Non-Deed Restricted												
Moderate	Deed Restricted	6453				1						4389	2064
	Non-Deed Restricted				4388								
Above Moderate		14331			3117	1178						4295	10036
Total RHNA		**36290**											
Total Units					**7763**	**1180**						**8943**	**27347**

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

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Note: + Optional field

Cells in grey contain auto-calculation formulas

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	Affordability by Household Income				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very-Low Income	Low-Income	Moderate Income	Above Moderate - Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report
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.

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.
1-1b: Redevelopment Successor Housing Agency Funding.	Allocate Successor Housing Agency Low to Moderate funds to direct housing-related programs.	2020	Used RDA housing funds to assist 7 moderate income households in purchasing a unit at the Creekview Villas project.
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	Provided $50,000 down payment assistance to 7 moderate income housing units and $60,000 to 2 low-income households; County of Kern continues to administer the Housing Choice Voucher Program; entered into a contract with an affordable housing developer to develop ten single-family units to low-income families for homeownership.
1-3a: Homeless Prevention Services.	Continued allocation of ESG and HOPWA funds to service providers.	On-going	Approximately 700 persons were served through the Emergency Solutions Grant program; $150,227 was spent on Emergency Shelter Operations and Services, $105,705.91 was spent on Rapid Re-Housing, and $27,328.60 was spent on Outreach Services. Over $400,000 is provided annually to Kern County Public Health to provide HOPWA services in the City.
1-3b: Supportive and Transitional Housing.	Amend zoning code to identify supportive and transitional housing in allowed uses.	2016	Pending.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1-3c: Homeless Shelter Development.	Facilitate the development and rehabilitation of SRO units and other emergency shelters.	On-going	The City completed and submitted its application for $1.2 million in Homelesss Emergency Aid Program (HEAP) funds to expand homeless shelters and services.
1-3d: Senior Housing.	Assist in the development of senior housing.	On-going	The City continues to support the development of senior housing. No projects were assisted during the reporting period.
1-3e: Disabled Persons.	Continue to support housing for persons with disabilities and developmental disabilities.	On-going	The City provides $40,000 in Home Access grants annually for accessibility and mobility improvements to existing housing.
1-3f: Reasonable Accommodation.	Ensure compliance with reasonable accommodation provisions.	2016	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 initiated HOME funding process for a 58 unit farmworker housing project.
1-4a: Rental Assistance.	Continue collaboration with rental assistance provider, Housing Authority of Kern County.	On-going	The City initiated HOME funding process for the development of an 81 unit rental complex with the Housing Authority of the County of Kern.
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 continues developer assistance. The City supported for the development of three affordable housing complexes and sold property to facilitate the development of an affordable single-family home.
1-5c: Density Bonus.	Implement Density Bonus Ordinance.	On-going	The City continunes to provide density bonuses for the development of affordable housing. One density was processed to build a fourplex on a single-family lot.
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. The City entitled land to accommodate 577 multi-family units.
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.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
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	The City maintains a staff of 12 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 $1.8 in CDBG funds towards curb, gutter and sidewalk improvements; new street lighting, park shade structures; 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 attends 3-5 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.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
4-1d: Housing Discrimination Complaint Investigation.	Continue to investigate discrimination complaints.	On-going	Provided as needed by the City's Fair Housing Program.
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.
5-1b: Fund Infill Development.	Fund infill housing development projects.	On-going	The City continues to provide HOME funds to infill housing projects.
5-1c: Locations for Infill Development.	Use GIS tools to identify housing infill opportunities.	On-going	The City was awarded a TCC planning grant to complete an Affordable Housing Site Analysis.
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 TCC planning grant will also include an assessment of workforce development needs within certain disadvantaged communities.
5-3a: Energy Efficiency Improvements.	Promote and support local programs.	On-going	Continued to support GRID alternatives and similar providers such as PG&E in order to provide solar 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 address 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.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
General Comments:			

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Note: + Optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

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Jurisdiction	Bakersfield	
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Note: + 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)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severly limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1+
	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									
Total Units by Income									

Jurisdiction	Bakersfield	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		657
Total Units		**657**

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Application Summary	
Total Housing Applications Submitted:	1,112
Number of Proposed Units in All Applications Received:	1,638
Total Housing Units Approved:	1,638
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas